



FAIRFAX COUNTY

Office of the Sheriff
10459 Main Street
FAIRFAX, VIRGINIA 22030
www.fairfaxcountv.gov/sheriff/



VIRGINIA

TELEPHONE: (703) 246-4435 FAX: (703) 246-4032 TTY: (703) 359-8258

ISSUE DATE: July 20, 2015	REQUEST FOR PROPOSAL NUMBER: RFP TEL-1601	TITLE: Inmate Telephone Service for the Fairfax County Adult Detention Center
DEPARTMENT: Services Branch	DUE DATE/TIME: September 10, 2015 / 2PM (EDT)	PROCUREMENT OFFICIAL : Kevin Burns, Buyer I, Fairfax County Sheriff's Office – 703-246-4435 kevin.burns@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County Sheriff's Office the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County Sheriff's Office does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole
Proprietor)

BPOL Tax #:

State Corporation Commission (SCC)
Identification No.

INDICATE IF BIDDER IS NOT SUBMITTING A PROPOSAL TO THIS RFP: ☐ Not Submitting a Proposal. Bidder to submit this Cover Sheet and a separate attachment as defined in **Section 3.12 – Time for Receiving Proposal**.

By signing this proposal, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request For Proposal.

BUSINESS CLASSIFICATION – Described in Section 2.6 - CHECK ONE: ☐ LARGE (Y) ☐ SMALL (B)

☐ MINORITY-OWNED SMALL (X) ☐ MINORITY OWNED LARGE (V) ☐ WOMEN-OWNED SMALL (C)

☐ WOMEN OWNED LARGE (A) ☐ NON PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: _____

Bidder Legally Authorized Signature

Date

Print Name and Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the RFP contact specified in [Section 4.1 – Questions Concerning Specification](#) and on the date specified in [Section 3.12 – Time for Receiving Proposal](#).

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



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1. INTRODUCTION

1.1. Request for Proposal

- 1.1.1. The Fairfax County Sheriff's Office ("FCSO") invites responses to this Request for Proposal ("RFP") from qualified, experienced Bidders who can provide reliable, cost effective inmate telephone service which meets the requirements described in this RFP at the below listed Facilities. Details about each Facility can be found in [Appendix A – Facility Specifications](#).

Fairfax County Adult Detention Center ("ADC")
10520(A) Judicial Drive
Fairfax, VA 22030

Fairfax County Alternate Incarceration Branch ("AIB")
10520(B) Judicial Drive
Fairfax, VA 22030

Mt. Vernon District Police Station ("MTV")
10520(B) Judicial Drive
Fairfax, VA 22030

- 1.1.2. The FCSO is seeking an experienced Bidder to provide, install and maintain a turn-key inmate and public pay telephone system at the Facilities. Bidder shall provide telephone services to the inmates utilizing an inmate telephone system ("TTS") in accordance with the requirements and provisions set forth in this RFP.
- 1.1.3. The FCSO may engage third party consultants both in the process of this RFP and in the management of the day-to-day operations of the inmate telephone Bidder. If a consultant or agent ("Designated Agent") is engaged, Bidder will cooperate with the Designated Agent as directed by the FCSO, including following instructions found in this RFP, and if awarded, the operation of the ITS. Throughout this RFP, the FCSO shall be deemed to include both the FCSO and the FCSO's Designated Agent or consultant, if any.

2. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

2.1. Project Scope

2.1.1. The FCSO requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, debit and free calling. Bidder shall install and operate inmate telephones and related equipment. Bidder shall, without cost to the FCSO, provide all wiring for the inmate telephones, install the inmate telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, debit and free calls from the Facilities.

2.2. Contract Length

2.2.1. The FCSO intends to award a 3 year Contract ("Initial Term") with the option to renew for 2 additional 1 year terms or on a month-to-month basis (not to exceed 12 months). All terms and conditions, requirements and specifications of the Contract shall remain the same and apply during any renewal terms. The Contract shall not automatically renew.

2.3. Surety Bond

- 2.3.1. Within 10 calendar days after the Contract execution date and prior to any installation work or equipment delivery, the awarded Bidder shall furnish a bond in the form of a Surety Bond, Cashier's Check, or Irrevocable Letter of Credit, issued by a surety company authorized to do business in the State of Virginia, and payable to the FCSO.
- 2.3.2. The Surety Bond must be made payable to the FCSO in the amount of \$100,000.00 and will be retained during the full term of the Contract and any renewal terms. Personal or company checks are not acceptable. The Contract number (if applicable) and/or dates of performance must be specified on the Surety Bond.
- 2.3.3. In the event the FCSO exercises its option to renew the Contract for an additional term, Bidder shall be required to maintain the Surety Bond for the renewal term, pursuant to the provisions of this section, in an amount stipulated at the time of the Contract renewal.

2.4. Rules and Conditions

- 2.4.1. The general rules and conditions which follow apply to all purchases and become a definite part of this RFP and resulting Contract award issued by the FCSO, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting a proposal; failure to do so will be at the Bidder's own risk and relief cannot be secured on the plea of error.
- 2.4.2. Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, Proposals submitted for this RFP, issued by the FCSO, will bind Bidders to applicable conditions and requirements herein set forth unless otherwise specified in this RFP.

2.5. Authority

2.5.1. The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary, modifying this RFP, Contract and purchase order (except for capital construction projects) issued by the FCSO. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other

County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County for an indebtedness. Any purchase orders or contracts made which is contrary to these provisions and authorities shall be of no effect and void, and the FCSO shall not be bound thereby.

- 2.5.2. The FCSO reserves the right, at any time, to amend any portion of this RFP in the form of an addendum. Addendum(s) will be issued via the Fairfax County Sheriff's Public website at <http://www.fairfaxcounty.gov/sheriff/bid.htm>.
- 2.5.3. The FCSO reserves the right to withdraw and/or reissue this RFP in whole or in part at any time during the RFP process. The FCSO reserves the right to not award a Contract pursuant to this RFP.
- 2.5.4. Bidder's submission of a proposal shall not bestow any rights upon Bidder nor obligate the FCSO in any manner.

2.6. Definitions

- 2.6.1. ASTM: American Society for Testing Materials
- 2.6.2. BEST VALUE: As predetermined in the RFP, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.
- 2.6.3. PROPOSAL: The proposal of a Bidder to provide specific goods or services at specified prices and/or other conditions specified in this RFP.
- 2.6.4. BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on this RFP issued by the Purchasing Agent and offering to enter into contracts with the FCSO. The term "Bidder" will be used throughout this document and shall be construed to mean "Offeror" where appropriate.
- 2.6.5. CONSULTANT SERVICES: Any type of services required by the FCSO, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.
- 2.6.6. CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the FCSO.
- 2.6.7. FCSO: Fairfax County Sheriff's Office.
- 2.6.8. GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.
- 2.6.9. INFORMALITY: A minor defect or variation of a proposal from the exact requirements of this RFP which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- 2.6.10. INVITATION FOR PROPOSAL ("IFP"): A request which is made to prospective suppliers for their quotation on goods or services desired by the FCSO. The issuance of an IFP will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
- 2.6.11. MINORITY-OWNED BUSINESS: means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.
- 2.6.12. PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of inmate telephone, accounting, actuarial services, architecture,

dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

- 2.6.13. PROPOSAL: A plan, a scheme, an offer in response to this Request For Proposal which is to be accepted or rejected.
- 2.6.14. PURCHASING AGENT: The Purchasing Agent employed by the Fairfax County Sheriff's Office.
- 2.6.15. QUICK QUOTE ("QQ"): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.
- 2.6.16. REQUEST FOR PROPOSAL ("RFP"): A request for an offer from prospective Bidders which will indicate the general terms which are sought to be procured from the Bidder. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
- 2.6.17. RESPONSIBLE BIDDER: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required.
- 2.6.18. RESPONSIVE BIDDER: An individual, company, firm, corporation, partnership or other organization having submitted a proposal which conforms in all material respects to the invitation for RFP.
- 2.6.19. SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
- 2.6.20. SOLICITATION: The process of notifying prospective Bidders that the FCSO wishes to receive proposals on a set of requirements to provide goods or services. The notification of the FCSO requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Proposal ("IFP") or Request for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders.
- 2.6.21. STATE: Commonwealth of Virginia.
- 2.6.22. SMALL BUSINESS: means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous 3 years. One or more of the individual owners shall control both the management and daily business operations of the small business.
- 2.6.23. WOMEN-OWNED BUSINESS: means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

3. CONDITIONS OF BIDDING

3.1. Format Requirements

- 3.1.1. Deliver 11 paper copies (1 original and 10 copies) and 1 electronic version on CD, DVD or USB Flash Drive of the proposal on or before the Proposal Due Date. Proposals must be directed to the RFP contact specified in [Section 4.1 – Questions Concerning Specifications](#). The electronic version of the proposal, inclusive of all attachments, must follow the order of the table of contents.
- 3.1.2. Bidder is responsible for ensuring the electronic version and the chosen media are free from any viruses, malware or malicious code. Electronic versions so compromised will be considered non-compliant.
- 3.1.3. The outside of the proposal must be labeled **INMATE TELEPHONE PROPOSAL**, and include the RFP title and number.
- 3.1.4. The original RFP text, as well as any appendices, addenda or other correspondence related to this RFP may not be manually, electronically or otherwise altered by Bidder. Any Bidders' proposal containing altered, deleted or additional non-original RFP text may be disqualified.
- 3.1.5. Proposals shall include the original RFP language and shall be prepared on standard 8 1/2" x 11" paper with 1 inch margins and using a 12 point font with each page numbered.
- 3.1.6. Bidder's proposal shall contain the items listed in **Table 1** of the RFP and conform to the page limits specified. Bidder may separate items, sections, appendices and attachments by tabs if desired.
- 3.1.7. If page limits are exceeded in any section, the FCSO reserves the right to deem extraneous pages as non-compliant and those pages will not be evaluated.
- 3.1.8. Photographs, graphics, tables and other visual aids included as part of the Bidder's response (listed below) are counted against the maximum page limit.

Table 1 - Proposal Order and Length Requirements

Item	Maximum Page Limit
RFP Cover Letter	1
Table of Contents	3
Executive Summary	4
Technical Volume - Bidder Response to Sections 1-11 of the RFP	150
Appendix A - Facility Specifications	2
Appendix B - Calling Rates	6
Appendix C - Optional Pre-Bid Conference and Site Evaluation Registration Form	2
Appendix D - Exceptions	No page limit
Appendix E - Receipt of Addenda	1
Appendix F - Preferred Resume Format	2 pages per Resume
Attachment 1: Bidder Documentation, State Business Registrations/Licenses, FCC Documents, Telecommunication Service Tariff	No page limit
Attachment 2: Bidder Financial Statements, including Dun & Bradstreet Reports	No page limit
Attachment 3: Implementation Plan	5
Attachment 4: Disaster Recovery Plan	5

Attachment 5: Problem Escalation Matrix	2
Attachment 6: Maintenance Policies/Agreements	15
Attachment 7: System Report Examples and File Samples	15
Attachment 8: Equipment Specification Sheets	15
Attachment 9: Sample Training Plan and User Documentation	15
Attachment 10: Additional Technology Documentation	20
Attachment 11: Other Bidder Brochures/Documents	10

- 3.1.9. The cover letter shall be signed by a company officer with the authority to submit a proposal and contract with the FCSO.
- 3.1.10. The Executive Summary shall be a concise summation of the Bidder's experience and qualifications and the proposed ITS solution presented in this RFP. The FCSO requirements that are addressed only in the Executive Summary and not included the Technical Volume will be considered non-compliant.
- 3.1.11. The Technical Volume includes all subsections and numbered items and must follow the format of this RFP. A complete response to each section and numbered item must be provided.
- 3.1.12. If Bidder is in full compliance with the section or numbered item, Bidder's response shall be, "Read, agree and will comply." Otherwise, Bidder's response shall be, "Read and do not comply" and considered an exception ("Exception"). Exceptions to any section or numbered item must be addressed and listed in [Appendix D - Exceptions](#). The exceptions form must be submitted with Bidder's proposal.
- 3.1.13. Several sections and numbered items require additional explanation and should include specific concise responses that fully address the question/information requested in that section. Include only those exhibits and/or visual aids that are clearly relevant to the specific section and numbered item.
- 3.1.14. All information contained in Bidder's proposal must be relevant to a section or numbered item of this RFP. Any information which does not meet this criterion shall be deemed extraneous and shall not be evaluated.
- 3.1.15. Bidder may include a complete client lists or general Bidder information in the final **Attachment 11 - Other Bidder Brochures/Documents** but must adhere to the page limit.
- 3.1.16. All costs and expenses relating to the preparation and submission of Bidder's proposal shall be the responsibility of Bidder.

3.2. Optional Pre-Bid Conference and Site Evaluation

- 3.2.1. The FCSO recommends Bidder attend the Optional Pre-Bid Conference and Site Evaluation on the date and time specified in the Schedule of Events. It is not required for Bidder to attend the Optional Pre-Bid Conference and Site Evaluation to submit a proposal.
 - 3.2.1.1. The Optional Pre-Bid Conference and Site Evaluation will be held in the Confinement Roll Call Room of the Fairfax County Adult Detention Center, 10520 Judicial Drive, Fairfax, VA 22030 at 1:00pm (EDT).
- 3.2.2. To attend the Optional Pre-Bid Conference and Site Evaluation, Bidder must complete and email [Appendix C - Optional Pre-Bid Conference and Site Evaluation Registration Form](#) to the RFP contact specified in [Section 4.1 – Questions Concerning Specifications](#) on or before the date specified in the Schedule of Events. Each Bidder will be limited to 2 representatives at the Optional Pre-Bid Conference and Site Evaluation. Upon receipt of the FCSO's confirmation that [Appendix C – Optional Pre-Bid Conference and Site Evaluation Registration Form](#) has been

received, the Bidder does not have to confirm attendance to the RFP contact prior to the Optional Pre-Bid Conference and Site Evaluation.

- 3.2.3. Oral responses to questions during the Optional Pre-Bid Conference and Site Evaluation shall be considered nonbinding on the FCSO. Bidder's questions regarding the Optional Pre-Bid Conference and Site Evaluation and/or this RFP must be submitted by Bidder in writing as specified in [Section 4.1 – Questions Concerning Specifications](#) on or before the date specified in **Table 2 - Schedule of Events**.

3.3. Confidentiality

- 3.3.1. Bidder proprietary and/or confidential information must be clearly marked and identified as such. If such proprietary and/or confidential information is a trade secret(s), such trade secret(s) will be subject to disclosure as is defined in [Section 8.9 – Virginia Freedom of Information Act](#). Bidder shall not intentionally mark any portion of its proposal as “proprietary” or “confidential” that it does not have a good faith belief to be proprietary or confidential or in any other way to attempt to prohibit compliance with [Section 8.9 – Virginia Freedom of Information Act](#). Should Bidder's information, which is marked as proprietary or confidential, be requested as part of a public information act request, the FCSO may notify Bidder in writing before such information is released as required by the applicable act or law. Bidder agrees, at its expense, to defend and hold harmless the FCSO from claims involving infringement of any intellectual property.

3.4. Late Proposal & Modifications of Proposal

- 3.4.1. Bidder is responsible for late deliveries or mail delays. Postmarking by the Proposal Due Date shall not substitute for the actual proposal receipt.
- 3.4.2. The FCSO will not accept any modifications to Bidder's proposal after the Proposal Due Date except in connection with a requested Best and Final Offer and as outlined in [Section 5.5 – Best and Final Offer](#).
- 3.4.3. A late hand-carried proposal, or any other late proposal not submitted by mail, shall not be considered for award.
- 3.4.4. Prior to the Proposal Due Date, Bidder may modify its submitted proposal by providing a written and signed request to the RFP contact specifying the modification(s).

3.5. Withdrawal of Proposal

- 3.5.1. A Bidder may request to withdraw its proposal under the following circumstances:
- 3.5.1.1. Requests to withdraw the proposals prior to the opening of such proposals shall be transmitted to the RFP contact in writing.
- 3.5.1.2. Requests to withdraw the proposal after opening of such proposals, but prior to award, shall be transmitted to the RFP contact, in writing, and accompanied with full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc.
- 3.5.2. No Bidder who is permitted to withdraw a proposal shall supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
- 3.5.3. If the FCSO denies the withdrawal of a proposal under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and may award the Contract to such Bidder provided such Bidder is a responsible and responsive Bidder.

- 3.5.4. Work papers, documents, and materials submitted in support of a withdrawal of proposal may be considered as trade secrets or proprietary information subject to the conditions of [Section 8.9 - Virginia Freedom of Information Act](#).

3.6. Appeal or Denial of Withdrawal of Proposal

- 3.6.1. A decision denying the withdrawal of a proposal submitted by a Bidder shall be final and conclusive unless the Bidder appeals the decision within 10 days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The Bidder may not institute legal action until all statutory requirements have been met.
- 3.6.2. If, upon appeal, it is determined that the decision refusing withdrawal of the proposal was arbitrary or capricious, the sole relief shall be a withdrawal of the proposal.

3.7. Error In Bids

- 3.7.1. Erasures in proposals must be initialed by the Bidder. Carelessness in quoting prices, or in preparation of proposal otherwise, will not relieve the Bidder. Bidders are responsible for all errors or omissions contained in its proposal and are cautioned to recheck their proposals for possible error. Errors discovered after the Proposal Due Date cannot be corrected and the Bidder will be required to perform if its proposal is accepted.
- 3.7.2. Omissions & Discrepancies
- 3.7.2.1. Should a Bidder find discrepancies or ambiguities in, or omissions from, this RFP, including the drawings and/or specifications, he or she shall notify the RFP contact at least 15 days prior to the Proposal Due Date. If necessary, the RFP contact will send a written addendum for clarification to all Bidders no later than 7 days before the Proposal Due Date. Addendum(s) will be issued via the Fairfax County Sheriff's Public website at <http://www.fairfaxcounty.gov/sheriff/bid.htm>.

3.8. Discrepancy between Proposal and Contract

- 3.8.1. Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower. (Shown higher to lower.)
- 3.8.1.1. Negotiated Contract and any or addenda;
- 3.8.1.2. RFP and any addenda;
- 3.8.1.3. Bidder's final proposal.

3.9. Completeness

- 3.9.1. To be responsive, a proposal must include all information required by this RFP.
- 3.9.2. Bidder must completely respond to all requests for information and forms contained in this RFP to be considered for award. Brochures and advertisements will be considered an incomplete reply to requests for information. Proposals considered incomplete by the FCSO may be rejected without notification.
- 3.9.3. Emphasis should be on completeness and clarity of content. Proposals should provide a straightforward, concise description of Bidder's ability to satisfy the requirements of this RFP.

3.10. Acceptance of Proposals/Binding 120 Days

- 3.10.1. Unless otherwise specified, all formal proposals submitted shall be binding for 120 calendar days ("Acceptance Period") following the Proposal Due Date, unless extended by mutual consent of all parties.

- 3.10.2. A proposal requesting less than 120 days may be rejected. Bidder may specify a longer Acceptance Period.
- 3.10.3. If Bidder's proposal is accepted within the Acceptance Period, Bidder agrees to furnish any or all items or services as negotiated, and under the terms and conditions specified in this RFP, its addenda(s) and Contract. The FCSO shall create a Contract for execution by the FCSO and the awarded Bidder, which shall contain the terms and conditions in this RFP, its addenda(s), and as negotiated by the FCSO and awarded Bidder.

3.11. Conditional Proposals

- 3.11.1. Conditional proposals are subject to rejection in whole or in part.

3.12. Time for Receiving Proposal

- 3.12.1. The following is the FCSO's best estimate of the schedule of events ("Schedule of Events"). The FCSO reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are Eastern Daylight Time ("EDT").
- 3.12.2. Bids must be received no later than 2:00 PM EDT on September 10, 2015 ("Proposal Due Date") at the location specified in [Section 4.1 – Questions Concerning Specifications](#).

Table 2 - Schedule of Events

Event	Date
Release of the RFP	July 20, 2015
Deadline for Optional Pre-Bid Conference and Site Evaluation Registration Form	July 29, 2015
Optional Pre-Bid Conference and Site Evaluation	August 6, 2015 @ 1PM (EDT) Confinement Roll Call Room 10520 Judicial Drive, Fairfax, VA 22030
Deadline for Written Questions	August 14, 2015
Final Date to Disseminate Answers to Written Questions	August 25, 2015
Proposal Due Date	September 10, 2015 @ 2PM (EDT)

- 3.12.3. Proposals received prior to the Proposal Due Date will be securely kept, unopened. No proposal received after the Proposal Due Date will be considered. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a proposal not properly addressed and identified. Unless specifically authorized in this RFP, telegraphic, electronic, or facsimile proposal modifications will not be considered. Proposals received in response to this RFP will be made available as specified in [Section 8.9 – Virginia Freedom of Information Act](#).
- 3.12.4. In the event Bidder cannot submit a proposal to this RFP, Bidder is requested to return the RFP cover sheet with a separate attachment explaining why Bidder is unable to provide a proposal based on the requirements in this RFP.

3.13. Tax Exemption

- 3.13.1. The FCSO is exempt from the payment of any federal excise or any Virginia sales tax. The amount must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the price, a Bidder shall show separately the amount of federal tax, either as a flat sum or as a percentage, which shall be deducted by the FCSO. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Bidders located outside the Commonwealth of Virginia are advised that when materials are picked up by the FCSO at their place of business, they may charge and collect their own local/state sales tax.

3.14. Prohibition Against Uniform Pricing

- 3.14.1. The Purchasing Agent encourages open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a proposal each Bidder shall, by virtue of submitting a proposal, guarantee that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the proposals of participating Bidders. Any disclosure to or acquisition by a competitive Bidder, in advance of the Proposal Due Date, of the terms or conditions of the proposal submitted by another competitor may render the entire proceedings void and may require re-advertising for proposals.

4. SPECIFICATIONS

4.1. Questions Concerning Specifications

- 4.1.1. Bidder must direct all questions and/or comments to the RFP contact listed below. All questions must be written and submitted electronically and in a comprehensive document on or before the date specified in the Schedule of Events. No inquiries received after the date specified will be given any consideration.
- 4.1.2. Any material interpretation of a specification, as determined by the Purchasing Agent, will be expressed in the form of an addendum and will be sent to all prospective Bidders on the date specified in the Schedule of Events. Oral answers will not be authoritative. Only written communication executed by the FCSO in the form of an addendum shall be considered binding. Addendum(s) will be issued via the Fairfax County Sheriff's Public website at <http://www.fairfaxcounty.gov/sheriff/bid.htm>.
- 4.1.3. Bidder shall not contact any of the FCSO's employees or any employee at the Facilities regarding this RFP during the RFP process. Inappropriate contact by Bidder may result in the FCSO's rejection of Bidder's proposal.
- 4.1.4. RFP contact information:

Fairfax County Sheriff's Office
Administration Services Division
Buyer: Kevin Burns
10520 Judicial Drive
Fairfax, VA 22030
Telephone – (703) 246-4435
Fax – (703) 218-6957
Email – Kevin.Burns@fairfaxcounty.gov

4.2. Formal Specifications

- 4.2.1. When this RFP contains a specification which states no substitutes, no deviation therefrom will be permitted, the Bidder will be required to furnish articles in conformity with that specification.
- 4.2.2. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

4.3. Federal Specifications

- 4.3.1. Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

5. AWARD

5.1. Award or Rejection of Proposals

- 5.1.1. The Purchasing Agent shall award the Contract to the most responsive and responsible Bidder whose proposal is determined, in writing, to be the most advantageous to the FCSO taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the FCSO. The Purchasing Agent also reserves the right to reject the proposal of a Bidder deemed to be a non-responsible Bidder.
- 5.1.2. FCSO reserves the right to award a Contract to the next most qualified Bidder if the successful Bidder does not execute a Contract within 30 days after the award of the Contract.
- 5.1.3. Failure to follow the instructions in this RFP may, at the FCSO's sole discretion, result in the rejection of Bidder's proposal.

5.2. Evaluation Criteria

- 5.2.1. Proposals will be evaluated by the FCSO's internal evaluation committee ("Selection Advisory Committee") and may be subject to a two-phase evaluation process:
 - 5.2.1.1. **Phase One**
 - 5.2.1.1.1. Each evaluator independently assigns a score to each of the evaluation criteria associated with Phase One listed below.
 - 5.2.1.1.2. Criterion scores will then be summed.
 - 5.2.1.1.3. In the event the FCSO determines Phase Two is not necessary, the FCSO reserves the right to award the Contract at the end of Phase One.
 - 5.2.1.2. **Phase Two**
 - 5.2.1.2.1. The highest scoring Bidders may be invited to conduct an oral interview with the Selection Advisory Committee. The FCSO shall provide the highest scoring Bidder(s) with an agenda specifying the items to be covered during the Bidder's oral interview.
 - 5.2.1.2.1.1. Additions, deletions or substitutions may not be made to proposals during the oral interview, unless they may be viewed as a clarification(s).
 - 5.2.1.2.2. The FCSO may request a Best and Final Offer as outlined in [Section 5.5 – Best and Final Offer.](#)
 - 5.2.1.2.3. Each evaluator will independently assign a score to each of the evaluation criteria associated with Phase Two listed below.
 - 5.2.1.2.4. Criterion scores will then be summed.
 - 5.2.1.2.5. The scores resulting from Phase One and Phase Two will be summed resulting in a final score.
- 5.2.2. Each Bidder, by submitting a proposal, agrees that if the FCSO accepts its proposal, such Bidder will furnish all items and services upon the terms and conditions in this RFP and contract.

Table 3 - Evaluation Criteria

Evaluation Criteria - Phase One	Points Available
Customer Service and General Requirements - Section 10 : Bidder administration and maintenance personnel, customer service, repairs/maintenance, collect LEC calling, direct bill, billing processes, rating and billing compliance, Financial Guarantee and etc.	40
System Requirements - Section 11 : Implementation and installation compliance, ITS and user application, monitoring and recording, PIN, required interfaces, pre-paid and/or debit application, upgrades compliance, additional technology and etc.	35
Performance Evaluation: Bidder has demonstrated capacity to provide the required services, obtained required licensing, current and past performance, overall RFP compliance, financial capacity and etc.	25
Appendix B - Calling Rates	25
Total Points Available Per Vendor - Phase 1	125
Evaluation Criteria - Phase Two	Points Available
Oral Interview (Agenda)	0-25
Best and Final Offer	0-50
Total Points Available Per Vendor - Phase 2	75
TOTAL SCORE (PHASE 1 AND 2)	200

5.3. Negotiation of Proposal

5.3.1. The FCSO reserves the right to conduct negotiations from the proposals received or to award a Contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 5.3.1.1. Negotiations will only be conducted with selected Bidders after the evaluation of proposals.
- 5.3.1.2. Bidder's proposal may be subject to negotiation and revision. Bidder may be required to submit additional data.
- 5.3.1.3. The FCSO may direct its Designated Agent to conduct negotiations on its behalf.
- 5.3.1.4. Any changes agreed upon during negotiations may become part of the Agreement.
- 5.3.1.5. If the FCSO is unable to come to terms with the selected Bidder, discussions shall be terminated and negotiations will begin with the next highest scored Bidder.

5.4. Proposal Evaluation Process

5.4.1. Selection shall consist of Bidders deemed to be fully qualified and best suited among those Bidders submitting proposals, on the basis of the factors involved in this RFP. Negotiations shall then be conducted with each of the Bidders so selected. After negotiations have been conducted with each Bidder so selected, the FCSO shall select the Bidder which, in its opinion, has submitted the best proposal, and shall award the Contract to that Bidder. Should the FCSO determine in its sole discretion that only one Bidder is fully qualified, or that one Bidder is clearly more highly qualified

than the others under consideration, a Contract may be negotiated and awarded to that Bidder. The FCSO is not required to furnish a statement or the reasons why a particular proposal is not the most advantageous.

5.4.2. The FCSO reserves the right to request clarification from Bidders during the evaluation of proposals. Such clarification is intended to assist the FCSO in awarding a Contract that is most advantageous to the FCSO.

5.4.3. Each Bidder, by submitting a proposal, agrees that if the FCSO accepts its proposal, such Bidder will furnish all items and services upon the terms and conditions in this RFP and Contract.

5.5. Best and Final Offer

5.5.1. The FCSO may request a Best and Final Offer (“BAFO”) from selected Bidder(s). A BAFO allows the Bidder(s) an opportunity to supplement its original proposal. Selected Bidders will be contacted in writing by the FCSO requesting the submission of Bidder’s BAFO. The BAFO will be in the form of an addendum to this RFP and Bidders’ submitted proposal. Addendum(s) will be issued via the Fairfax County Sheriff’s Public website at <http://www.fairfaxcounty.gov/sheriff/bid.htm>.

5.6. Notice of Acceptance/Contract Documents

5.6.1. A written award (or Acceptance Contract) mailed (or otherwise furnished) to the successful Bidder within the Acceptance Period specified in this RFP shall be deemed to result in a binding Contract. The following documents which are included in this RFP shall be incorporated by reference in the subsequent Contract and become a part of said Contract:

5.6.1.1. The FCSO RFP and other documents which may be incorporated by reference (if applicable);

5.6.1.2. Best and Final Offer (if applicable);

5.6.1.3. Any Addenda/Amendments/Memoranda of Negotiations.

6. CONTRACT PROVISIONS

6.1. Termination of Contracts

6.1.1. The Contract will remain in force for the terms specified and/or until all articles ordered before date of termination have been satisfactorily delivered and accepted and thereafter until all requirements and conditions have been met, unless:

6.1.1.1. Terminated prior to the expiration date by the FCSO for Default, Convenience or Cause.

6.1.1.2. Extended upon written authorization of the Purchasing Agent and accepted by Bidder.

6.2. Termination for Default

6.2.1. In the event Bidder fails to perform any terms or conditions of the Contract, the FCSO may consider Bidder in default of the Contract and supply Bidder written notice of such default. In the event said default is not remedied to the satisfaction and approval of the FCSO, the FCSO may cancel the Contract, at any time, without penalty, with Bidder if Bidder has not cured the service problem within 10 days of Bidder receiving notice of the problem from the FCSO. Upon termination, Bidder shall adhere to the transition requirements as outlined in [Section 11.4 - Transition](#).

6.2.2. For any reason, should Bidder be unable to satisfy the requirements contained in the Contract, the FCSO may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

6.3. Termination for Convenience

6.3.1. The Contract may be terminated in whole or in part by the FCSO in accordance with this clause whenever the Purchasing Agent shall determine that such a termination is in the best interest of the FCSO. The FCSO may terminate the Contract at any time, without penalty, and any such termination shall be effective upon Bidder's receipt of 90 days written notice. Upon termination, Bidder shall follow the transition requirements outlined in [Section 11.4 - Transition](#).

6.4. Termination for Cause

6.4.1. If, through any cause, Bidder fails to fulfill in a timely and proper manner its obligations under the Contract, or if Bidder violates any of the covenants, agreements, or stipulations of the Contract, in addition to the FCSO's remedies under the Contract and all other rights available at law or in equity, the FCSO shall have the right to terminate the Contract upon Bidder's receipt of 90 days written notice. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by Bidder under the Contract shall, at the option of the FCSO, become its property.

6.4.2. Notwithstanding the above, Bidder shall not be relieved of liability to the FCSO for damages sustained by the FCSO by virtue of any breach of the Contract by the Bidder for the purpose of set off until such time as the exact amount of damages due to the FCSO from the Bidder is determined.

6.4.3. Upon termination, Bidder shall adhere to the transition requirements as outlined in [Section 11.4 - Transition](#).

6.5. Contract Alterations

6.5.1. No alterations in the terms of the Contract shall be valid or binding upon the FCSO unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

6.6. Subletting of Contract or Assignment of Contract Funds

- 6.6.1. It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If Bidder desires to assign the Contract, Bidder shall notify the Purchasing Agent in writing, of such assignment. In no case shall such assignment of the Contract relieve Bidder from its obligations or change the terms of the Contract.
- 6.6.1.1. Contract shall not be assigned, sublet or transferred without 30 days advance written notification to the FCSO and then only upon Bidder's receipt of the FCSO's written consent.
- 6.6.1.2. Upon receipt of the FCSO's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Bidder. However, the FCSO may assign any and/or all of its rights and obligations hereunder without Bidder's written consent but upon the FCSO's written notice thereof to Bidder (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.
- 6.6.2. If subsequent to this RFP and the execution of the Contract, Bidder merges or is acquired by another entity, the following documents must be submitted to the FCSO:
- 6.6.2.1. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of all of the Contract and its terms, conditions and processes;
- 6.6.2.2. New Bidder's Federal Identification Number ("FEIN") if applicable; and,
- 6.6.2.3. Other documentation requested by the FCSO.
- 6.6.3. Bidder expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

6.7. Non-Liability

- 6.7.1. Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Bidder. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, terminate the Contract.

6.8. New Goods, Fresh Stock

- 6.8.1. Bidder, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

6.9. Non-Discrimination

- 6.9.1. During the performance of the Contract, Bidder agrees as follows:
- 6.9.1.1. Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Bidder. Bidder

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- 6.9.1.2. Bidder, in all solicitations or advertisements for employees placed by or on behalf of Bidder, will state that such Bidder is an equal opportunity employer.
- 6.9.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 6.9.1.4. Bidder will include the provisions of the foregoing paragraphs **6.9.1.1, 6.9.1.2 and 6.9.1.3** above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- 6.9.1.5. Bidder shall, throughout the term of the Contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

6.10. Small and Minority Business Utilization

- 6.10.1. It is the policy of the County, and followed by the FCSO, as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that the FCSO and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- 6.10.2. Where it is practicable for any portion of the awarded Contract to be subcontracted to other suppliers, Bidder is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- 6.10.3. Where Federal grants or monies are involved it is the policy of the FCSO, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

6.11. Guarantees and Warranties

- 6.11.1. All guarantees and warranties required shall be furnished by Bidder to the Purchasing Agent. Unless otherwise stated, manufacturer's standard warranty applies.

6.12. Independent Bidder

- 6.12.1. Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing the FCSO to exercise control over the manner or method by which Bidder or its subcontractor perform under the Contract.

7. DELIVERY PROVISIONS

7.1. Shipping Instructions-Consignment

7.1.1. Unless otherwise specified in this RFP, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Bidder's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Bidder, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM EDT. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of Bidder to insure compliance with these instructions for items that are drop-shipped.

7.2. Responsibility for Supplies Tendered

7.2.1. Unless otherwise specified in this RFP, Bidder shall be responsible for the materials or supplies covered by the Contract. Bidder shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of Bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by Bidder within 10 days after date of notification, the FCSO may return the rejected materials or supplies to the Bidder at its risk and expense or dispose of them as its own property.

7.3. Inspections

7.3.1. Inspection and acceptance of materials or supplies will be made after delivery at the Facilities specified in [Appendix A – Facility Specifications](#) unless otherwise stated. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as is practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the FCSO for such materials or supplies which are not in accordance with the specifications.

7.4. Compliance

7.4.1. Delivery must be made as ordered and in accordance with this RFP or as directed by the Purchasing Agent. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the FCSO shall rest with the Bidder. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should Bidder be delayed by the FCSO, the FCSO shall add to the time of completion a time equal to the period of such delay caused by the FCSO. However, Bidder shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary.

7.5. Point of Destination

7.5.1. All materials shipped to the FCSO must be shipped F.O.B. DESTINATION unless otherwise stated in the Contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

7.6. Method and Containers

7.6.1. Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery.

7.7. Replacement

7.7.1. Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of the Contract, shall be replaced by the Bidder and at no cost to the FCSO.

7.8. Packaging Slips or Delivery Tickets

7.8.1. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- 7.8.1.1. The Purchase Order Number,
- 7.8.1.2. The Name of the Article and Stock Number (Supplier's),
- 7.8.1.3. The Fairfax County Identification Number ("FCIN"), if specified in the order,
- 7.8.1.4. The Quantity Ordered,
- 7.8.1.5. The Quantity Shipped,
- 7.8.1.6. The Quantity Back Ordered,
- 7.8.1.7. The Name of the Bidder.

7.8.2. Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

8. GENERAL

8.1. General Guaranty

8.1.1. Bidder agrees to:

- 8.1.1.1. Save the FCSO, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of the Contract for which the Bidder is not the patentee, assignee, licensee or owner.
- 8.1.1.2. Protect the FCSO against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit, delivery or storage.
- 8.1.1.3. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- 8.1.1.4. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the FCSO.
- 8.1.1.5. Protect the FCSO from loss or damage to the FCSO owned property while it is in the custody of the Bidder.

8.2. Service Contract Guaranty

8.2.1. Bidder agrees to:

- 8.2.1.1. Furnish services described in this RFP and Contract at the times and places and in the manner and subject to conditions therein set forth provided that the FCSO may reduce the said services at any time.
- 8.2.1.2. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- 8.2.1.3. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- 8.2.1.4. Allow services to be inspected or reviewed by an employee of the FCSO at any reasonable time and place selected by the FCSO. The FCSO shall be under no obligation to compensate Bidder for any services not rendered in strict conformity with the Contract.
- 8.2.1.5. Stipulate that the presence of an FCSO Inspector shall not lessen the obligation of the Bidder for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Bidder for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

8.3. Indemnification

- 8.3.1. Bidder shall indemnify, keep and save harmless the FCSO, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities,

judgments, cost and expenses which may otherwise accrue against the FCSO in consequence of the granting of a Contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of Bidder or its employees, or that of the subcontractor or subcontractor employees, if any; and the Bidder shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the FCSO in any such action, Bidder shall, at Bidder's own expense, satisfy and discharge the same. Bidder expressly understands and agrees that any performance bond or insurance protection required by the Contract, or otherwise provided by the Bidder, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the FCSO as herein provided.

8.3.2. The FCSO agrees to provide Bidder with reasonable and timely notice of any claim, demand or cause of action made or brought against the FCSO arising out of or related to the services rendered by Bidder. Bidder shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. The FCSO will promptly advise Bidder of any proposed agreement to compromise or settle any claim and Bidder will have 10 days to respond to such proposal.

8.3.3. In the event an infringement claim is made or threatened against the FCSO, or injunctive relief is granted to a claimant, Bidder shall (a) obtain the right for the FCSO to continue use of the services; (b) substitute other services of like capability, or (c) replace or modify the services to render them non-infringing while retaining like capability. In the event Bidder is unable to perform any of the above, the FCSO may terminate the Contract upon 60 days written notice to Bidder and Bidder shall be responsible for all of the FCSO's costs and expenses of whatever nature or kind in connection therewith.

8.3.4. These indemnities and remedies shall survive the expiration or other termination of the Contract.

8.4. Officials Not to Benefit

8.4.1. Bidder shall certify, upon signing Bidder's proposal, that to the best of Bidder's knowledge, no FCSO official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit relating to the award of this RFP or Contract.

8.4.2. Whenever there is reason to believe that a financial benefit of the sort described above has been received in connection with a proposal or Contract, and that the Bidder has failed to disclose such benefit or has inadequately disclosed it, the FCSO Executive, as a prerequisite to payment pursuant to the Contract, or at any other time, may require the Bidder to furnish, under oath, answers to any interrogatories related to such possible benefit.

8.4.3. In the event Bidder has knowledge of benefits as outlined above, this information should be submitted with Bidder's proposal. If the above does not apply at time of award of the Contract and becomes known after inception of the Contract, the Bidder shall address the disclosure of such facts to the Purchasing Agent, 10520 Judicial Drive, Fairfax, Virginia 22030. Request for Proposal Number should be referenced in the disclosure.

8.5. License Requirement

8.5.1. All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing ("BPOL") Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit:

http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet.

8.6. Authorization to Conduct Business in the Commonwealth

- 8.6.1. A Bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The FCSO may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 8.6.2. Bidder shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government.

8.7. Bidder Information

- 8.7.1. Bidder shall supply the following in its proposal:
 - 8.7.1.1. Documentation that Bidder is registered to do business in the State of Virginia.
 - 8.7.1.2. Documentation that all necessary requirements of the Federal Communications Commission (“FCC”) are met.
 - 8.7.1.3. Bidder’s current annual report and its 2 most recent Dun and Bradstreet (or similar) reports.
 - 8.7.1.4. If Bidder has operated under a different name, or affiliate, in the past 3 years, provide names, dates, addresses and state where incorporated.
 - 8.7.1.5. Information regarding any company(s) acquired by Bidder in the last 2 years.
 - 8.7.1.6. A synopsis of any litigation(s) within the last 5 years where Bidder or Bidder’s ITS is a party. Include venue, style of case and status of litigation.

8.8. Bidder References and Past Performance

- 8.8.1. Provide a list of all contracts and define the status of each (e.x. currently active, has recently been renewed, lost or prematurely cancelled) for the last 5 years.
 - 8.8.1.1. If applicable, include the reason for non-renewal and/or cancellation(s) of the contracts(s). A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- 8.8.2. Provide a list of clients/agencies who have notified Bidder of any unauthorized fees/charges implemented within the last 3 years and the status of resolution of those claims.
 - 8.8.2.1. A response indicating this information is not monitored, confidential and/or proprietary will be considered an Exception.
- 8.8.3. Provide 3 client references for facilities where Bidder provides the equipment and services comparable to the requirements in this RFP.
 - 8.8.3.1. References should be for facilities where the Bidder has the ITS contract.
 - 8.8.3.2. The FCSO prefers the contact person provided for each of the references be the individual who utilizes Bidder’s software application.
 - 8.8.3.3. References provided must be currently under contract with Bidder and have been operating under that contract for at least 6 months.

- 8.8.3.4. Bidder shall ensure updated references and accurate contact information is provided.
- 8.8.3.5. References, or any contracted agency listed in **Section - 8.8.1**, may be contacted at any time during the RFP process.
- 8.8.3.6. Using the format provided in **Table 4** below, provide the specific information for each reference. Reference comments or quotes are optional, but may not be included.

Table 4 - Bidder Reference Format

Customer Name	
Contact Person and Title:	
Telephone Number(s):	
Email Address:	
Address, City, State and Zip Code	
Number of Facilities	
ADP:	
Contract Effective Date:	
All Services Provided:	
Total Number of Inmate Telephones:	
Reference Comment or Quote:	

8.9. Virginia Freedom of Information Act

- 8.9.1. All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution).

8.10. Disaster Recovery Plan

- 8.10.1. Bidder shall detail its Disaster Recovery Plan (“DRP”) and provide its processes, policies and procedures relating to the preparation for recovery of the requirements in this RFP preceding and/or following a natural or human-induced disaster.

9. BIDDER/CONTRACTOR REMEDIES

9.1. Ineligibility

- 9.1.1. Any person and/or Bidder suspended or debarred from participation in the FCSO or Fairfax County procurement shall be notified in writing by the Purchasing Agent.
 - 9.1.1.1. A Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person and/or Bidder appeals within thirty 30 days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 - 9.1.1.2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person and/or Bidder appeals within thirty 30 days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- 9.1.2. The Purchasing Agent shall have the authority to suspend or debar a person and/or Bidder from Bidding on this RFP for the causes stated below:
 - 9.1.2.1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - 9.1.2.2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a FCSO contractor;
 - 9.1.2.3. Conviction under the state or federal antitrust statutes arising out of the submission of a proposal;
 - 9.1.2.4. Violation of Contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
 - 9.1.2.4.1. Failure without good cause to perform in accordance with the specifications or within the time limit provided in the Contract; or
 - 9.1.2.4.2. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Bidder shall not be considered to be a basis for suspension or debarment.
 - 9.1.2.5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Bidder, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands.
 - 9.1.2.6. The Bidder has abandoned performance or been terminated for default on any other Fairfax County project.
 - 9.1.2.7. The Bidder is in default on any surety bond or written guarantee on which the FCSO is an obligee.
 - 9.1.2.8. The Bidder has been determined by the Fairfax County Purchasing Agent to be suspended or disbarred from bidding on Fairfax County contracts.
- 9.1.3. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person and/or Bidder shall be restoration of eligibility. The person and/or Bidder may not institute legal action until all statutory requirements have been met.

9.2. Appeal of Determination of Non-responsibility

- 9.2.1. Any Bidder who is determined not to be a responsible Bidder shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the Bidder appeals the decision within 10 days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The Bidder may not institute legal action until all statutory requirements have been met.
- 9.2.2. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award of the Contract in question has not been made, the sole relief available to the Bidder shall be a finding that the Bidder is a responsible Bidder for the FCSO. Where the award has been made and performance has begun, the FCSO may declare the Contract void upon a finding that this action is in the best interest of the public.

9.3. Protest of Award or Decision to Award

- 9.3.1. Any Bidder may protest the award or decision to award the Contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the FCSO, no later than 10 days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within 10 days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within 10 days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- 9.3.2. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of the Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by the FCSO. Where the award has been made and performance has begun, the Purchasing Agent may declare the Contract void upon a finding that this action is in the best interest of the FCSO.
- 9.3.3. Pending final determination of a protest or appeal, the validity of the Contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- 9.3.4. An award need not be delayed for the period allowed for a Bidder to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the proposal would expire.

9.4. Contractual Disputes

- 9.4.1. Any dispute concerning a question of fact as a result of the Contract with the FCSO which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the Bidder within 90 days. The decision of the Purchasing Agent shall be final and conclusive unless the Bidder appeals within 6 months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Bidder may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.

9.5. Legal Action

- 9.5.1. No Bidder shall institute any legal action until all statutory requirements have been met.

9.6. Professional Affiliation

9.6.1. The FCSO holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

9.7. Drug Free Workplace

9.7.1. During the performance of the Contract, Bidder agrees to (i) provide a drug-free workplace for the Bidder's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Bidder that the Bidder maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

9.8. Venue

9.8.1. The Contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with the Contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

9.9. Immigration Reform and Control Act

9.9.1. Bidder agrees that it does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

9.10. Bidder Not to Benefit

9.10.1. Bidder agrees that the goods and/or services provided to the FCSO pursuant to the Contract are for the benefit of the FCSO and that Bidder shall not undertake any actions or efforts stemming from or related to the Contract that shall inure to the detriment of the FCSO. Any information provided to the Bidder for the performance of the Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

10. CUSTOMER SERVICE and GENERAL REQUIREMENTS

10.1.Bidder Personnel Information

- 10.1.1. Bidder shall provide the names of Bidder's employees, consultants, and subcontractors that will be involved in providing the requirements in this RFP and the Contract by using the format in **Table 5** of this RFP. Bidder should remove the examples listed before completing the table and may add additional rows as necessary.

Table 5 -Bidder Personnel Table

Full Name	Bidder Employee, Consultant or Contractor	Position for the Contract and Primary Responsibility	Contact Phone Number(s)	Email Address
John Smith	Employee	Account Manage/Primary Contact	Office: 555-123-4567 Cell: 555-123-4567	j.smith@name.com

- 10.1.2. Bidder shall supply resumes for all employees, consultants and subcontractors that will be working under the terms of this RFP and Contract. All resumes are limited to 2 pages per resume. There is no limit to the number of resumes Bidder may submit. Resumes are to be included as part of [Appendix F – Required Resume Format](#). Resumes shall be provided in the required format using the template provided in [Appendix F – Required Resume Format](#) and shall include the following information:
- 10.1.2.1. Each shall contain the name, position, qualifications, certifications, years of experience, and educational background information.
- 10.1.2.2. Indicate the amount of time that the individual will devote to work related to the requirements outlined in this RFP. Indicate clearly whether the given response is being expressed in hours per month or a percentage of time per month.
- 10.1.2.3. Each resume is required to have 2 related past performance references for projects of similar size and complexity where the team member has performed duties similar to the ones that he or she would be responsible for under the terms of this RFP. Bidder must include a contact name, number and email address of someone who has knowledge of the team member's work for that project.
- 10.1.2.4. List work experience for no more than the last 10 years. List relevant current recent work experience, employers, dates and duties in the last space in reverse chronological order.
- 10.1.3. Bidder shall provide the following information regarding maintenance personnel for the ITS using the format in **Table 6** of this RFP. Bidder should remove the examples listed before completing the table and may add additional rows as necessary.

- 10.1.3.1. Indicate the number of technicians directly employed by Bidder as well as those which will be subcontracted for service at the Facilities.
- 10.1.3.2. The names, company, primary physical work location, telephone numbers, and distance from Facilities for the technicians who will be maintaining, servicing and performing work under the Contract.

Table 6 - Bidder Technicians

Technician Name	Company	Primary Work Location Address, City, State	Contact Number for Service	Facilities and Distance to Facilities in Miles
John Smith	Bidder Name	123 5th Street, Lolo, VA 12345	123-456-7894	Main Jail: 2 miles Juvenile Hall: 3 miles

- 10.1.4. Bidder shall disclose, with percentages clearly shown, the specific work tasks for the Facilities that will be subcontracted and the specific work tasks that will be performed by Bidder's employees.
- 10.1.5. Bidder shall provide the FCSO with the escalation procedures for handling customer support issues including, but not limited to, maintenance, outage and reporting issues for the ITS. Procedure description shall include the contact names, contact numbers, email addresses and level of authority for the person(s) responsible for escalated issues. Escalation procedures shall be outlined in full in **Attachment 5 - Problem Escalation Matrix** attachment of Bidder's response.

10.2. Customer Service

- 10.2.1. Provide the following information regarding Bidder's processes for handling end-user customer service matters for the ITS:
- 10.2.2. Describe procedure(s) for handling end-user complaints.
- 10.2.2.1. Indicate whether Bidder's customer service center defaults to an Interactive Voice Response ("IVR") or a live customer service representative.
- 10.2.2.2. If applicable, supply the hours of availability for a live customer service representative.
- 10.2.2.3. Indicate the average on-hold time to reach a live representative.
- 10.2.3. Describe procedure(s) for handling refund requests and the timeframe for completing such requests.

10.3. General Maintenance

- 10.3.1. Bidder shall respond to repair requests from the FCSO by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
- 10.3.2. Bidder shall be responsible for resolving any reported repairs or replacements within 10 days following notification of a service request or ITS failure ("Cure Period"). Should Bidder fail to resolve the reported repair or replacement within the specified Cure Period, Bidder shall incur a daily fine or penalty. Such daily fine or penalty shall be equal to \$500.00 per day for each reported

repair or replacement Bidder fails to resolve, and shall be incurred for each day after the Cure Period until each reported repair or replacement is resolved by Bidder. The FCSO shall submit an invoice to Bidder identifying the total amount due for the daily fine or penalty for each reported repair or replacement and Bidder shall remit payment of the invoice within 30 days. Additionally, the FCSO may cancel the Contract with Bidder if Bidder has not cured a service problem within 10 days of Bidder receiving notice of the problem from the FCSO.

- 10.3.3. Bidder shall provide the on-site response time, priority levels and escalation schedule for both normal maintenance and emergency outage/service issues at and/or related to the Facilities.
- 10.3.4. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4-hours following notification of a service request or system failure.
 - 10.3.4.1. Bidder must exhibit to the FCSO a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.
 - 10.3.4.2. The FCSO shall be notified of progress and/or delays in progress until the problems are resolved. Bidder shall notify the FCSO any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
- 10.3.5. Bidder shall conduct a preventative maintenance visit once a week. The FCSO will determine the date and time of the preventative maintenance visit.
- 10.3.6. Following each preventative maintenance visit, Bidder shall provide the FCSO a Repair Log detailing all repairs and/or replacement of nonworking or damaged equipment or software. The Repair Log shall include, but not be limited to, which Facility, Date Reported, Station Name, Station Location, Bidder Ticket Number, Work Performed and Resolution Date.
- 10.3.7. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Bidder will assume liability for any and all such damages.
- 10.3.8. All operation, maintenance and repair issues regarding the ITS service shall be reported by Bidder to the FCSO promptly.
- 10.3.9. Bidder shall indicate the manufacturer(s) that will provide the spare equipment and replacement parts for the proposed ITS and applicable components.
- 10.3.10. Bidder shall provide the FCSO with ITS software upgrades as they become available. All upgrades must be provided to the FCSO at no additional cost.

10.4. Validation

- 10.4.1. In addition to the other specified bill types in the RFP, the FCSO requires Bidder to provide collect calls as a bill type. Describe Bidder's real-time call validation process in detail.
- 10.4.2. Specify the process for unblocking a phone number that is restricted for non-payment or exceeding a daily/weekly/monthly collect calling limit ("Collect Call Threshold").
 - 10.4.2.1. Include the timeframe for removing a restriction once payment is received by the Local Exchange Carrier ("LEC").
- 10.4.3. The FCSO prefers the Collect Call Threshold be a monthly minimum of \$75.00 per unique telephone number. The FCSO requires Bidder request, in writing, any changes to the Collect Call Threshold.

10.5. Billing

- 10.5.1. Specify how collect calls are billed and indicate the number of billing arrangements between Bidder and the various LECs.
- 10.5.2. Specify how taxes and required fees are applied to the total cost of a collect call in preparation for billing.

- 10.5.3. Describe the process for collecting, rating, sorting, distributing and billing of collect calls.
- 10.5.4. As specified in [Appendix B – Calling Rates](#), Bidder shall describe any and all additional fees (including those from third parties) which are charged to the end user's telephone bill (e.g. monthly billing fee, carrier administrative fee, cost recovery fee, etc.).
 - 10.5.4.1. Provide the amount specific to each fee in Option #2 of [Appendix B – Calling Rates](#).
 - 10.5.4.2. Provide the method for assessing each fee and the frequency in Option #2 of [Appendix B – Calling Rates](#).
- 10.5.5. Describe Bidders's direct bill option.

10.6. Bidder Retention of Account Information

- 10.6.1. For the purpose of aiding in investigations, Bidder must retain information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 2 years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.
- 10.6.2. The FCSO shall have access to such account information upon request, to the extent permissible by law.

10.7. Insurance

- 10.7.1. During the period of the Contract, Bidder, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of Virginia, and in a standard form approved by the Board of Insurance Commissioners of the State of Virginia. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure the FCSO and the public from any loss or damage that may arise to any person or property as a result of the services rendered by Bidder.
- 10.7.2. Bidder shall provide the FCSO with a 30 day advance written notice of cancellation or material changes in said insurance.
- 10.7.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 10.7.4. Bidder shall provide the FCSO a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show the FCSO as an additional insured and shall include a waiver of subrogation:
 - 10.7.4.1. **Automobile Liability:** \$1,000,000.00 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased or rented vehicles operate by Bidder.
 - 10.7.4.2. **General Liability (Including Contractual Liability):**
 - 10.7.4.2.1. Bodily Injury or Death (per person): \$1,000,000.00
 - 10.7.4.2.2. Property Damage (per incident resulting in injury or destruction of property): \$100,000.00
 - 10.7.4.3. **Excess Liability:**
 - 10.7.4.3.1. Umbrella Form: \$1,000,000.00
 - 10.7.4.4. **Worker's Compensation:** Statutory (in limits not less than \$100,000.00)
- 10.7.5. The FCSO agrees to provide Bidder with reasonable and timely notice on any claim, demand or cause of action made by or brought against the FCSO arising out of the service provided by

Bidder. Bidder shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.

- 10.7.6. For any person or Bidder with whom Bidder enters into a contract to provide the services defined in this RFP, Bidder must:
 - 10.7.6.1. Provide a certificate of coverage, for all persons providing the services defined in this RFP and prior to those persons beginning work on any project, showing coverage is being provided for the duration of the Contract. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Virginia Labor Code.
 - 10.7.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Bidder's current certificate ends during the duration of the project.
 - 10.7.6.3. Retain all required certificates of coverage for the duration of the project and for 2 years thereafter.
 - 10.7.6.4. Notify the FCSO in writing, within 10 days after Bidder knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 10.7.7. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Bidder and the FCSO and to ensure that the FCSO is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Contract.

10.8. Financial Guarantee and Reporting

- 10.8.1. The FCSO shall not earn commissions on the Gross Revenue generated under the awarded Contract.
- 10.8.2. Bidder shall pay the FCSO an upfront payment in the amount of \$673,000.00 for each year of the Initial Term ("Financial Guarantee"). Such Financial Guarantee shall be payable in 4 quarterly payments in the amount of \$168,250 each due on the 25th day of the first month of each quarter and for each year of the Initial Term.
 - 10.8.2.1. A fine equal to 5% of the amount due shall be applied if the Financial Guarantee is not received by the 25th of the first month of each quarter.
 - 10.8.2.2. The FCSO reserves the right to, at the beginning of each year of the Initial Term and for any renewal terms, to adjust the amount of the Financial Guarantee to account for any increases or decreases in call volume or required calling rate changes.
 - 10.8.2.3. The FCSO requests the Financial Guarantee be sent via wire transfer.
- 10.8.3. The Financial Guarantee shall be utilized by the FCSO to recoup some but not all of its administrative and operational costs for its Facilities during the Initial Term and any renewal terms.
- 10.8.4. Should a federal, state or local regulatory agency issue a ruling which significantly lowers the rates in the Contract, the FCSO and Bidder will negotiate in good faith to adjust the rates and make them in compliance with the rates implemented by the regulatory agency or terminate the Contract without penalty to the FCSO so that the FCSO may select another ITS provider.
- 10.8.5. Pursuant to the Federal Communications Commission's (FCC) 2013 Report and Order and Further Notice of Proposed Rulemaking (WC Docket No. 12-375, FCC 13-113), Section III(C) (2) (b) ("Site Commission Payments"), including footnote #203, the FCSO reserves the right to

recoup from Bidder certain administrative and operational expenses (“Cost Reimbursement Payment”) in connection with the provision of interstate and/or intrastate inmate telephone services (or both). Such Cost Reimbursement Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Reimbursement Payment shall be due and payable upon receipt of the invoice by the Bidder. The FCSO may accompany the Cost Reimbursement Payment invoice with a supporting report documenting the administrative and operational expenses incurred by the FCSO in association with ITS covered by the Cost Reimbursement Payment.

- 10.8.6. The FCSO does not require a Cost Reimbursement Payment in addition to the Financial Guarantee upon execution of the Contract. In the event the FCSO wishes to utilize its option to implement the Cost Reimbursement Payment, then, at the FCSO’s request, the FCSO and Bidder shall negotiate in good faith an amendment to the Contract reasonably acceptable to the FCSO to document the FCSO-imposed Cost Reimbursement Payment. If Bidder and the FCSO are unable to mutually agree on such a Contract amendment within 30 days of the FCSO’s request, then the FCSO may terminate the Contract at its sole discretion and without penalty or liability to the FCSO, and the FCSO may select another ITS provider.
- 10.8.7. Should a material change in the rules or policies of the FCC applicable to ITS occur following the execution of the Contract, which change affects (a) the ITS rates permitted to be charged by the Bidder to inmates under the Contract; (b) the right of the FCSO to recover its ICS costs; or (c) the ability for the FCSO to require Bidder to pay to the FCSO site commissions, fees (including but not limited to the Cost Reimbursement Payment) or other ITS cost recovery mechanisms, then, at the FCSO’s request, Bidder and the FCSO will negotiate in good faith an amendment to the Contract reasonably acceptable to the FCSO that enables the FCSO to fully recover its ITS costs in a manner compliant with the change in the FCC’s ITS rules or policies. If Bidder and the FCSO are unable to mutually agree on such a Contract amendment within 30 days of the FCSO’s request, then the FCSO may terminate the Contract at its sole discretion and without penalty or liability to the FCSO, and the FCSO may select another ITS provider.
- 10.8.8. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Bidder that are in any way connected to the provision of ITS service pursuant to this RFP and Contract. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party’s bill or any other compensation received by Bidder.
- 10.8.9. Bidder shall not reduce Gross Revenue (as defined above) for any deductions associated with unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Bidder expense.
- 10.8.10. Any fees to be added to the called party’s bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by the FCSO prior to implementation. The FCSO and Bidder shall mutually agree on the method for compensation associated with the additional charges/fees due to the FCSO.
- 10.8.11. Any charges/fees added to the called party’s bill without the express written consent of the FCSO shall incur a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.

- 10.8.11.1. The FCSO shall notify Bidder of any unapproved additional fees and/or charges of which the FCSO becomes aware of and shall provide Bidder with an invoice for the total fine due, for which Bidder shall remit payment to the FCSO within 30 days.
- 10.8.11.2. Should the FCSO and Bidder mutually agree that the charges/fees will remain, the FCSO and Bidder shall mutually agree on a method for compensation to the FCSO.
- 10.8.11.3. Should the FCSO and Bidder mutually agree that the charges/fees are to be discontinued, Bidder shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 10.8.12. Notwithstanding the foregoing, Gross Revenue does not include:
- 10.8.12.1. Pre-Paid Funding Fees. Pre-paid funding fees are defined as fees imposed on called parties who fund a pre-paid account with Bidder or a third party (i.e. Western Union) to accept calls. The pre-paid funding fee shall not be applied on a per-call basis. All pre-paid funding fees must be approved by the FCSO and are subject to the penalty defined above if not approved by the FCSO in advance. Bidder shall specify these amounts in Option #2 of [Appendix B – Calling Rates](#).
- 10.8.12.2. Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.
- 10.8.12.3. A “Free” call shall be defined as a call not generating any revenue or compensation for Bidder. Calls to telephone numbers that appear on the free call list supplied by the FCSO or from inmate telephones approved by the FCSO to process free calls shall not generate revenue or compensation for Bidder. Only those numbers designated by the FCSO on the free call list and inmate telephones approved by the FCSO to process free calls shall be marked as “Free” in the ITS and designated as such in the call detail records. In the event Bidder receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and the FCSO and Bidder shall mutually agree on the method for compensation associated with the completed free call.
- 10.8.12.3.1. In the event Bidder completes unauthorized free calls, Bidder shall incur a fine of \$3.00 for each call. The FCSO shall provide Bidder with an invoice for the total fine due for the unauthorized free calls, for which Bidder shall remit payment to the FCSO within 30 days.
- 10.8.12.4. Bidder shall specify the duration of and the frequency between each complimentary call associated with Bidder’s pre-paid collect program to a unique telephone number. Bidder shall indicate how complimentary calls are labeled in the call detail records.
- 10.8.13. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and a part of Gross Revenue regardless if Bidder can bill or collect revenue on the call.
- 10.8.14. Bidder may, upon request from the FCSO, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Bidder is solely responsible for obtaining a resale certificate from the commissary provider. Bidder is responsible for obtaining all

- proper documentation from the commissary provider. Bidder's agreement with the commissary provider must address the requirements set forth in this section.
- 10.8.15. Gross Revenue for completed debit calls shall be based on the revenue generated from the debit call or usage and shall be included in the monthly traffic reports.
- 10.8.15.1. On the 5th day of the month following the month of traffic, Bidder shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- 10.8.16. Bidder shall provide the monthly traffic detail reports, Call Detail Records (“CDRs”) and system platform billing files to the FCSO no later than the 25th day of the month following the month of traffic.
- 10.8.16.1. County requires these reports be sent electronically and in an exploitable format.
- 10.8.16.2. As an alternative to a monthly CDR file, County is open to receiving a daily feed of CDRs. Bidder shall indicate its capability to provide CDRs on a daily basis while complying with the required fields specified below.
- 10.8.17. Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls and for each inmate telephone at the Facilities:
- 10.8.17.1. Facility Name;
- 10.8.17.2. Facility Identification Number/Site Identification Number;
- 10.8.17.3. Facility Address (Street, City, State and Zip);
- 10.8.17.4. Automatic Number Identifier, if applicable;
- 10.8.17.5. Inmate Telephone Station Identifier;
- 10.8.17.6. Inmate Telephone Location Name;
- 10.8.17.7. Local Call, Minutes and Gross Revenue (per inmate telephone);
- 10.8.17.8. Intralata/Intrastate Call, Minutes and Gross Revenue (per inmate telephone);
- 10.8.17.9. Interlata/Intrastate Calls, Minutes and Gross Revenue (per inmate telephone);
- 10.8.17.10. Intralata/Interstate Calls, Minutes and Gross Revenue (per inmate telephone);
- 10.8.17.11. Interlata/Interstate Calls, Minutes and Gross Revenue (per inmate telephone);
- 10.8.17.12. International Calls, Minutes and Gross Revenue (per inmate telephone);
- 10.8.17.13. Total Calls, Minutes and Revenue Amount (per inmate telephone); and
- 10.8.17.14. Traffic Period and Dates.
- 10.8.18. Bidder shall provide a sample report showing how all of the above requirements will be met. Bidder shall indicate if any of the required fields above cannot be provided or supplied in the [Appendix D - Exceptions](#) of its response to this RFP.
- 10.8.19. The raw CDRs shall contain all calls (both attempted and completed), and inbound voicemail messages and voicemail retrievals (if applicable), which originate from the Facilities for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
- 10.8.19.1. Facility Name;
- 10.8.19.2. Facility ID;
- 10.8.19.3. From ANI;
- 10.8.19.4. To ANI;
- 10.8.19.5. Batch Number / ID;
- 10.8.19.6. From City;
- 10.8.19.7. From State;

- 10.8.19.8. To City;
 - 10.8.19.9. To State;
 - 10.8.19.10. Station ID;
 - 10.8.19.11. Phone Name or Location;
 - 10.8.19.12. Inmate ID;
 - 10.8.19.13. Personal Identification Number;
 - 10.8.19.14. Pre-Paid Card ID;
 - 10.8.19.15. Revenue Period;
 - 10.8.19.16. Call Start (yymmdd; mmss);
 - 10.8.19.17. Call End (yymmdd; mmss);
 - 10.8.19.18. Seconds;
 - 10.8.19.19. Call Type (e.g. local, etc.);
 - 10.8.19.20. Bill Type (e.g. free, collect, etc.);
 - 10.8.19.21. Cost;
 - 10.8.19.22. Tax;
 - 10.8.19.23. Validation Result;
 - 10.8.19.24. Termination Reason;
 - 10.8.19.25. LIDB Status; and
 - 10.8.19.26. Completion Indicator.
- 10.8.20. The system CDRs shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost. Bidder shall provide details about the storage locations.
- 10.8.21. Bidder shall provide a sample CDR (showing all raw fields available, including those specified above) to demonstrate how Bidder shall meet the above requirements. Bidder shall provide a listing of all fields that will not be released in [Appendix D – Exceptions](#) of its response to this RFP. Bidder shall also list all fields that are available to be provided to the FCSO in addition to those specified in sections above.
- 10.8.22. The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:
- 10.8.22.1. Record ID;
 - 10.8.22.2. Facility Name;
 - 10.8.22.3. Facility ID;
 - 10.8.22.4. From ANI;
 - 10.8.22.5. To ANI;
 - 10.8.22.6. Batch Number/ID;
 - 10.8.22.7. Seconds;
 - 10.8.22.8. Revenue Period;
 - 10.8.22.9. Date (yymmdd);
 - 10.8.22.10. Connect Time (hhmmss);
 - 10.8.22.11. Billable Time (hhmmss);
 - 10.8.22.12. Multiple Rate Indicator;
 - 10.8.22.13. Personal Identification Number Digits;
 - 10.8.22.14. Originating City;
 - 10.8.22.15. Originating State;

- 10.8.22.16. Bill City;
 - 10.8.22.17. Bill State;
 - 10.8.22.18. Rounded Bill Time Indicator;
 - 10.8.22.19. Bill Number;
 - 10.8.22.20. LATA ID;
 - 10.8.22.21. Settlement Code;
 - 10.8.22.22. Message Type;
 - 10.8.22.23. Charge Amount;
 - 10.8.22.24. Additional Fees and Line Surcharges;
 - 10.8.22.25. Specialized Calling Indicator;
 - 10.8.22.26. Validation Indicator;
 - 10.8.22.27. Tax Exempt Indicator;
 - 10.8.22.28. Rate Period; and
 - 10.8.22.29. Rate Class.
- 10.8.23. Bidder shall also provide a sample billing file in EMI format (showing all fields available, including those specified above) to demonstrate how Bidder shall meet the above requirements. Bidder shall provide a listing of all fields that will not be released in [Appendix D - Exceptions](#) of its response to this RFP.
- 10.8.24. Bidder shall provide a miscellaneous charges/fees report which shall contain, without limitation, the following information for all charges/fees assessed to calls from the Facilities:
- 10.8.24.1. Facility ID;
 - 10.8.24.2. Date;
 - 10.8.24.3. From ANI, if applicable;
 - 10.8.24.4. To ANI;
 - 10.8.24.5. Billed ANI;
 - 10.8.24.6. Bill Type;
 - 10.8.24.7. Call Type;
 - 10.8.24.8. Fee Type; and
 - 10.8.24.9. Fee Amount.
- 10.8.25. Bidder shall provide a sample miscellaneous charges/fees report (showing all raw fields available, including those specified above) to demonstrate how Bidder shall meet the above requirements. Bidder shall provide a listing of all fields that will not be released or supplied in the [Appendix D - Exceptions](#) of its response to this RFP.
- 10.8.26. The traffic detail reports, CDRs, billing files, miscellaneous charges/fees report and/or other reports not containing the required fields, received by the FCSO after the 25th are subject to late charges and/or fines.
- 10.8.26.1. Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 25th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
 - 10.8.26.2. If reporting is late and/or reports do not contain all required fields, late charges and/or fines for both shall apply.

10.9. Bidders Costs, Taxes and Fees on Services

- 10.9.1. It is expressly understood that the FCSO is not responsible in any way, manner or form for any of Bidder's costs, including but not limited to taxes (including sales tax), shipping charges, network

charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all of Bidder's services.

- 10.9.2. Bidder agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates collect, debit, pre-paid and any other calls.

10.10. Public Pay Telephone Specifications

- 10.10.1. Bidder shall furnish, install and maintain 6 public pay telephone(s) for use by the general public as specified in [Appendix A – Facility Specifications](#). The public pay telephone(s) shall be furnished, installed and maintained by Bidder at no cost to the FCSO. All reporting due to the FCSO for the public telephone(s) installed by Bidder shall follow the requirements specified in [Section 10.8 – Financial Guarantee and Reporting](#). Bidder shall specify the calling rates in Option #2 in [Appendix B – Calling Rates](#). Gross Revenue shall include all local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International collect, credit card and coin revenue.

10.11. Rate Requirements

- 10.11.1. Bidder must agree to provide the calling rates specified in [Appendix B – Calling Rates](#) (Option #1) if selected by County.
- 10.11.2. As specified in [Appendix B – Calling Rates](#), Bidder's proposed calling rates (Option #2) shall be lower than the FCSO's preferred calling rates (Option #1).
- 10.11.3. Before any new calling rate increases or decreases are implemented, Bidder must submit a written request to receive approval from the FCSO. The FCSO will respond in writing to Bidder's request.
- 10.11.3.1. If Bidder decreases the calling rates without the written approval of the FCSO, Bidder shall incur a fine of \$500.00 per day from the date the calling rates were reduced through the date the reduction of the calling rates were discontinued.
- 10.11.3.1.1. The FCSO shall notify Bidder of any calling rate reductions of which the FCSO becomes aware of and shall provide Bidder with an invoice for the total fine due, for which Bidder shall remit payment to the FCSO within 30 days.
- 10.11.3.2. If Bidder increases the calling rates without the express written approval of the FCSO, Bidder shall incur a fine of \$500.00 per day from the date the calling rates were increased through the date the increase of the calling rates were discontinued. Bidder must also issue refunds to all overcharged end-users and inmates within 5 business days. A list of the issued credits must be provided to the FCSO as documentation. If Bidder is unable to issue refunds and/or provide the required documentation, Bidder shall incur a fine of \$3.00 for each call Bidder was unable to refund to the overcharged end-users and inmates. The FCSO shall provide Bidder an invoice for which Bidder shall remit payment to the FCSO within 30 days.
- 10.11.4. Bidder will implement any rate adjustments requested by the FCSO within 10 calendar days of said request, subject to regulatory approval.
- 10.11.5. Bidder shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS. For calls where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute

increment and shall be converted from rounded seconds to minutes before the calling rates are applied. If Bidder has a rounding policy for calls less than 10 seconds, Bidder shall indicate as much in its response to this RFP.

10.11.6. During the call rating process, Bidder shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

10.12. Reconciliation

10.12.1. From the Effective Date of the Contract and for a period of 2 years after the termination of the Contract, upon 10 business day's written notice, the FCSO shall have the right to examine and/or reconcile Bidder's information (records, data, compensation records) pertaining to any and all services provided under the Contract.

10.12.2. The FCSO requires Bidder to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues. The records shall include all Call Details Records, EMI billing files, debit purchase or usage reports and associated invoices during the term of the Contract.

10.12.3. The FCSO reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the FCSO's sole choice.

11. SYSTEM REQUIREMENTS

11.1. Standards

- 11.1.1. Inmate telephone services are to be provided and shall comply with all applicable Federal Communications Commission or other regulatory requirements relating to inmate telephone service in correctional facilities.

11.2. Implementation

- 11.2.1. In its response to this RFP, Bidder shall submit an implementation plan, which shall include an installation schedule, for each Facilities. The implementation plan shall be included in Bidder's proposal as required by [Section 3 – Conditions of Bidding](#).
- 11.2.2. Initial installations for the ITS must be completed within 60 days of the effective date of the Contract. Implementation plan(s) will become a part of the Contract and must be followed.
 - 11.2.2.1. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Bidder may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is complete. However, Bidder shall not incur liquidated damages if the cause of the delay is beyond the Bidder's reasonable control.
 - 11.2.2.2. Should Bidder incur liquidated damages, the FCSO will invoice Bidder. Payment of the invoice shall be made to the FCSO within 30 days of Bidder's receipt of the invoice.

11.3. Installation Requirements

- 11.3.1. Bidder shall be responsible for all costs associated with the inmate telephone system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
- 11.3.2. Bidder's ITS shall not be configured to reside on or use the FCSO's network.
- 11.3.3. Bidder shall install/mount all ITS equipment in accordance with County's requirements.
- 11.3.4. Bidder shall indicate any environmental conditions required for the proposed ITS; indicate whether Bidder proposes to make any changes to the phone room at the Facilities based on the Optional Pre-Bid Conference and Site Evaluation.
- 11.3.5. Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminal within the Facilities is at the risk of Bidder. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Contract by Bidder becomes the FCSO's property upon termination and/or expiration of the Contract.
- 11.3.6. Bidder agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the Facilities maintenance personnel.
- 11.3.7. Bidder shall be responsible for installing all new wiring, cabling and network circuits at no cost to the FCSO to support the provision of the outlined services.

- 11.3.8. Bidder agrees to obtain the FCSO's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
- 11.3.9. Bidder shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, circuits and equipment used for the ITS.
- 11.3.10. Bidder shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply ("UPS") back-up power for the ITS to ensure there is no loss of audio recordings or real time call data in the event of a power failure.
 - 11.3.10.1. Bidder shall indicate the hours of back-up power that the provided UPS components supply to the ITS system.
 - 11.3.10.2. A separate power supply shall not be required. A power source shall be available at the ITS demarcation location.
- 11.3.11. Installation of all telephones, cabling, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the FCSO Administration.
- 11.3.12. Bidder shall clean up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the FCSO, no equipment, inventory or spare parts shall be stored by Bidder at the Facilities.
- 11.3.13. Bidder shall correct any damage to the FCSO's property caused by maintenance or installation associated with the ITS including repairs to walls, ceilings, etc.
- 11.3.14. Bidder shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation of the ITS.
- 11.3.15. Bidder shall supply details of Bidder's proposed ITS which shall include, but not be limited to: system version (if Bidder uses multiple ITS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.
 - 11.3.15.1. Bidder must indicate the physical size of the ITS equipment to be installed at the Facilities and provide a diagram or visual aid.
 - 11.3.15.2. Bidder shall install the telephones and ITS equipment and software in accordance with the manufacturer's specifications.
 - 11.3.15.3. All telephone equipment provided shall be fully operational at the time of the initial installation.
- 11.3.16. The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate telephones is specified in [Appendix A – Facility Specifications](#).
 - 11.3.16.1. All telephone equipment shall be powered by the telephone line, and not require an additional power source.
 - 11.3.16.2. The telephones must not contain any exterior removable parts.
 - 11.3.16.3. All telephones shall include volume control.
 - 11.3.16.4. Include a description, as well as visual aids, of the inmate telephones, TDD units and cart/portable sets proposed for installation at the Facilities.
- 11.3.17. Bidder shall place placards containing dialing instructions in English and Spanish on each telephone. Placards shall be replaced each time an inmate telephone set is replaced.
- 11.3.18. Bidder shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Bidder at no cost and upon the FCSO's request.

- 11.3.19. At no cost to the FCSO, Bidder shall install additional inmate telephones, monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded Facilities.
- 11.3.19.1. If the installation of the additional inmate telephones is not completed within 30 days, Bidder may incur liquidated damages in the amount of \$500.00 for each day beyond the 30-day installation date until the installation is complete. However, Bidder shall not incur liquidated damages if the cause of the delay is beyond the Bidder's reasonable control.
- 11.3.19.2. Should Bidder incur liquidated damages, the FCSO will invoice Bidder. Payment of the invoice shall be made to the FCSO within 30 days of Bidder's receipt of the invoice.
- 11.3.19.3. Bidder shall install, repair and maintain all Bidder provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Bidder provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Bidder.
- 11.3.19.4. Upon completion of the initial installation and any ongoing installations, Bidder shall provide the FCSO with a list of telephone numbers, equipment specifications and locations of each device/unit.

11.4. Transition

- 11.4.1. For the initial installation, Bidder will work with the FCSO and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by the FCSO
- 11.4.2. Upon expiration, termination, or cancellation of the Contract, Bidder shall accept the direction of the FCSO to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
- 11.4.2.1. Bidder acknowledges that the CDRs, call recordings, documentation, reports, data, etc., contained in the ITS are the property of the FCSO. The FCSO acknowledges the ITS hardware and software are the property of Bidder.
- 11.4.2.1.1. The CDRs, call recordings, documentation, reports, data, etc. for each Facility shall be provided to the FCSO by Bidder on a storage medium acceptable to the FCSO and in a user-friendly, searchable and electronic format at no cost to the FCSO within 15 days following the expiration and/or cancellation of the Contract. Bidder shall accept the FCSO's reasonable decision whether the solution provided is acceptable.
- 11.4.3. Upon transition, and at no cost to the FCSO, Bidder shall supply 1 workstation which shall become the property of the FCSO after expiration, cancellation or termination of the Contract to allow the FCSO access to all CDRs, call recordings, documentation, reports, data, etc. contained in the ITS.
- 11.4.4. Bidder shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by the FCSO. Bidder agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Contract.
- 11.4.5. Bidder agrees to remove its equipment at the conclusion of the Contract in a manner that will allow for the reuse of wiring/cabling associated with the ITS.

11.5. ITS and User Application Specifications

- 11.5.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance and international calling.
- 11.5.2. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, debit and/or speed dial.
- 11.5.3. Bidder agrees to install the quantity of telephones required by the FCSO as outlined in [Appendix A – Facility Specifications](#).
- 11.5.4. Bidder shall provide a sufficient number of ports, channels, bandwidth, etc. to ensure inmates are allowed to place calls 99.9% of the time. The FCSO reserves the right to require Bidder to revise its configuration should the configuration installed by Bidder result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Bidder at no cost to the FCSO.
- 11.5.5. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Bidder shall accept the FCSO's reasonable decision regarding whether the reception quality is acceptable.
- 11.5.6. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
- 11.5.7. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, chain dialing, etc. Bidder shall provide information on how the proposed ITS will be able to meet this requirement.
- 11.5.8. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Bidder must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 11.5.9. With each call, the ITS must provide an automated message to advise the called party that:
 - 11.5.9.1. The call is coming from a correctional facility;
 - 11.5.9.2. The call is coming from a specific inmate; and
 - 11.5.9.3. The call may be monitored and recorded.
- 11.5.10. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- 11.5.11. The ITS shall allow inmate to record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back to the called party with all subsequent call attempts. The FCSO requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
- 11.5.12. Bidder shall indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad. Bidder shall provide a script of the call acceptance information provided to the called party.
- 11.5.13. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated.
- 11.5.14. Bidder shall indicate whether the called party will be able to select the preferred language for call prompts.
- 11.5.15. Bidder shall subscribe to the LEC Line Information Data Base ("LIDB"). Bidder shall query this database for each collect inmate call and process only those calls which do not have Billed

Number Screening (“BNS”). Bidder must assume all responsibility for the cost and accuracy of validation.

- 11.5.16. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. Bidder shall provide a list of the available recordings as well as a complete description of each. The FCSO reserves the right to request Bidder to modify/revise the recordings at any time during the Contract at no cost to the FCSO and within 30 days of the request.
- 11.5.17. The FCSO reserves the right to enter a free number in the ITS as deemed appropriate by the FCSO and without the assistance of Bidder.
- 11.5.18. ITS shall allow a total of 5 free, local telephone calls, per inmate and from designated intake/booking telephones (“Required Free”). The maximum duration of the allowed Required Free calls is 15-minutes. In addition, and at the FCSO’s request, the ITS shall allow free calls to be placed from a specific inmate telephone, group of inmate telephones or a specific Facilities. Once the inmate has completed the specified number of Required Free calls, the ITS shall process all subsequent calls from the inmate as collect, pre-paid or debit unless the telephone number is configured as free in the ITS.
- 11.5.19. Bidder shall provide information on any security configurations available within the ITS to prevent fraud relative to automated phone trees (e.g. inmates pressing digits and getting to a live operator, etc.).
- 11.5.20. Following the dialing sequence, ITS shall allow inmate to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.).
- 11.5.21. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 11.5.22. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by the FCSO and at no cost to the FCSO and without the assistance of Bidder.
- 11.5.23. Bidder must specify its process for completing calls that would otherwise be blocked because of cell phones and other unbillable issues.
- 11.5.24. The ITS user application shall allow County to query the CDRs for inmate activities and calling patterns.
- 11.5.25. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries:
 - 11.5.25.1. Inmate Name (First, Last);
 - 11.5.25.2. Inmate Personal Identification Number;
 - 11.5.25.3. Record Identifier;
 - 11.5.25.4. Date Range (Start Date/Time and End Date/Time);
 - 11.5.25.5. Facilities;
 - 11.5.25.6. Called Number;
 - 11.5.25.7. Originating Number;
 - 11.5.25.8. Station Port;
 - 11.5.25.9. Station Name;
 - 11.5.25.10. Call Type;
 - 11.5.25.11. Bill Type;
 - 11.5.25.12. Duration (minimum and maximum);
 - 11.5.25.13. Call Amount;
 - 11.5.25.14. Flagged Calls;
 - 11.5.25.15. Monitored Calls;

- 11.5.25.16. Recording Type;
- 11.5.25.17. Completion Type;
- 11.5.25.18. Termination Type;
- 11.5.25.19. Validation Result;
- 11.5.25.20. Pre-Paid Card ID Number;
- 11.5.25.21. Phone Group(s);
- 11.5.25.22. Custom Search.
- 11.5.26. The ITS user application shall allow CDR query results to be exported in a format selected by the FCSO (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Bidder is able to meet this requirement.
- 11.5.27. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
 - 11.5.27.1. Call Statistics by Date Range;
 - 11.5.27.2. Frequently Called Numbers;
 - 11.5.27.3. Frequently Used Personal Identification Numbers;
 - 11.5.27.4. Commonly Called Numbers;
 - 11.5.27.5. Call Detail Report;
 - 11.5.27.6. Gross Revenue Report by Date Range;
 - 11.5.27.7. Facility Totals and Statistics;
 - 11.5.27.8. Called Party/Number Accepting Report;
 - 11.5.27.9. Fraud/Velocity Report;
 - 11.5.27.10. Total Calls;
 - 11.5.27.11. Calling List (PAN) Report;
 - 11.5.27.12. Pre-Paid Card Report;
 - 11.5.27.13. Debit Usage Report;
 - 11.5.27.14. Debit Balance and Funding Report;
 - 11.5.27.15. Pre-Paid Card Balance Report;
 - 11.5.27.16. Bill and Call Type Distribution;
 - 11.5.27.17. Phone Usage;
 - 11.5.27.18. Reverse Look-Up;
 - 11.5.27.19. User Audit Trail; and
 - 11.5.27.20. Voice Verification, if applicable.
- 11.5.28. The ITS user application shall allow the FCSO to export the reports in a format selected by the FCSO (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Bidder is able to meet this requirement.
- 11.5.29. The ITS shall have the capability to customize reports in a form mutually agreed upon by the FCSO and Bidder.
- 11.5.30. Bidder's ITS user application shall at a minimum allow:
 - 11.5.30.1. The creation, modification and deactivation of user accounts;
 - 11.5.30.2. The creation, modification and deactivation of inmate accounts;
 - 11.5.30.3. The creation and modification of telephone numbers in the ITS;
 - 11.5.30.4. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - 11.5.30.5. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - 11.5.30.6. Block/unblock telephone numbers without the assistance of Bidder; and,

- 11.5.30.7. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 11.5.31. Bidder shall indicate whether the ITS has the capability to allow the FCSO to create, view and track service tickets associated with the ITS or Facilities.
- 11.5.32. Bidder shall ensure continuous diagnostics and supervision for call processing and call recording. Bidder shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc. Bidder shall provide detailed information on the frequency Bidder performs remote diagnostics and troubleshooting processes which shall include failure reports, alarms, service history and other steps taken.
- 11.5.33. The ITS shall comply with the Americans with Disabilities Act (“ADA”) requirements including, but not limited to, providing telephones in each housing unit which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (“TDD”).
- 11.5.33.1. Bidder shall provide the number of TDD telephones and ports specified in [Appendix A – Facility Specifications](#).
- 11.5.33.2. Bidder must indicate how the TDD telephones work with the proposed ITS.
- 11.5.33.3. Bidder’s ITS shall record and monitor TDD calls. Bidder shall provide detail on how TDD calls will be recorded and monitored via the ITS.
- 11.5.33.4. Bidder shall provide detail on how call controls configured in the ITS are preserved for calls placed via a relay service (e.g. blocked telephone numbers, etc.).
- 11.5.33.5. Bidder shall indicate whether TDD calls can be billed. If so, Bidder shall prohibit any charges and/or billed amounts that exceed the FCSO approved calling rates. Bidder shall provide detailed information on the billing process used for TDD calls.
- 11.5.34. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
- 11.5.35. The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by the FCSO, shall be provided at no cost to the FCSO Bidder shall accept the FCSO’s direction for how pro bono calling services are configured via the ITS.
- 11.5.36. Bidder shall be able to establish an informant line at no cost to the FCSO. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by the FCSO. Bidder shall accept the FCSO’s direction for how the informant line is configured through the ITS.
- 11.5.37. Bidder shall work with the FCSO to implement a reporting line which complies with the Prison Rape Elimination Act (“PREA”) of 2003. At a minimum, Bidder shall:
- 11.5.37.1. Route free calls via the ITS to a destination provided and designated by the FCSO which may be the same as that used for the FCSO informant line.
- 11.5.37.2. At no cost to the FCSO, provide a telephone line to the FCSO dedicated for PREA calls to which the calls will be routed as free.
- 11.5.37.1. Bidder shall have the capability to allow the FCSO to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by the FCSO.

11.6. Security Features

- 11.6.1. The ITS shall prohibit:
- 11.6.1.1. Direct-dialed calls of any type;

- 11.6.1.2. Access to a live operator for any type of calls;
- 11.6.1.3. Access to “411” information services;
- 11.6.1.4. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
- 11.6.1.5. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 11.6.2. The ITS shall prevent call collision or conference calling among telephone stations.
- 11.6.3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). The FCSO must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - 11.6.3.1. At demarcation location;
 - 11.6.3.2. Central control; and
 - 11.6.3.3. By select housing units.
- 11.6.4. The ITS shall not accept any incoming calls. Bidder shall work with the LEC to ensure such control.
- 11.6.5. Bidder’s customer service number shall be displayed on the called party’s caller ID each time a call is placed from the Facilities. Bidder shall provide detailed information on the process used to inform the called party what Facilities each call is placed from.
- 11.6.6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc. Bidder shall provide a list of the available pre-recorded announcements. Bidder shall describe its process for adjusting the duration of the call or excluding the pre-recorded announcements from the cost of a call.
- 11.6.7. The ITS, upon detection of a three-way call, forwarded call, conference call, etc. shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
 - 11.6.7.1. Indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.
 - 11.6.7.2. Specify the method used by Bidder to detect three-way calls, specifically if the called party is utilizing a cell phone to place the three-way call.
- 11.6.8. Indicate whether the ITS is capable of detecting and terminating Remote Call Forwarding (“RCF”) calls. If Bidder’s ITS is unable to detect RCF, provide the status of Bidder’s research and development relative to the detection of RCF calls.
- 11.6.9. The ITS shall allow the called party to block their telephone number during the call acceptance process.
- 11.6.10. As specified by the FCSO, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- 11.6.11. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The required call time limit for the Facilities is specified in [Appendix A – Facility Specifications](#).

11.7. Personal Identification Number Application

- 11.7.1. The Personal Identification Number (“PIN”) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
 - 11.7.1.1. The capability to provide collect, pre-paid collect, debit, free and speed dial calling utilizing a PIN;

- 11.7.1.2. The FCSO requires Bidder to interface with the Facility's Jail Management System ("JMS"). The JMS provider is SIMMS. The JMS contact is Richard Smith and his contact number is (703) 501-7567. His email address is Richard.smith@fairfaxcount.gov. Bidder shall state in its response whether it has an established business arrangement and interface with SIMMS. It is the Bidder's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Bidder will be able to meet the PIN requirements listed below with the initial implementation. The FCSO shall not be responsible for paying any amount associated with the required interface.
- 11.7.1.3. The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.
- 11.7.1.4. The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
 - 11.7.1.4.1. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 11.7.1.4.1. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and allows the inmate, via the ITS, to create the unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 11.7.1.4.2. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
 - 11.7.1.4.3. JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
 - 11.7.1.4.4. The ITS, without an interface with the JMS, auto-generates the complete PIN; and
 - 11.7.1.4.5. The ITS accepts a manually entered PIN.
- 11.7.1.5. The interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's real-time status in the JMS (e.g. newly booked, transferred, released, etc.).
- 11.7.1.6. The FCSO currently utilizes an 11-digit PIN comprised of a 7-digit inmate ID which is generated by the JMS and manually entered into the ITS and an accompanying unique 4-digit identifier which is generated by the ITS. PINs are assigned at the time of booking.
- 11.7.1.7. PINS are required for booking/intake phone(s).
- 11.7.1.8. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent vendor.
- 11.7.1.9. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any of the Facilities or from any inmate telephone located at the Facilities.
- 11.7.1.10. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
- 11.7.1.11.

11.8. Monitoring and Recording Requirements

- 11.8.1. The ITS shall be capable of monitoring and recording all inmate calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain

- calls such as attorney-client privilege. The ITS shall be able to exclude restricted or privileged calls and clearly designate non-recorded calls within the ITS user application.
- 11.8.2. The ITS recording and playback features shall not require the FCSO to compromise or reduce the security of the FCSO's network.
- 11.8.3. The ITS shall have a configurable permissions module to allow the FCSO administrative staff to grant permissions to specific users based on the user's role and responsibilities.
- 11.8.4. The ITS shall allow designated users at the Facilities to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application.
- 11.8.5. The ITS shall be capable of recording calls in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- 11.8.6. The ITS shall provide simultaneous playback and continuous recording of calls.
- 11.8.7. Live monitoring shall allow the FCSO to view, at a minimum, the following information in chronological order. Bidder shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.
- 11.8.7.1. Call Start Time;
- 11.8.7.2. Facilities;
- 11.8.7.3. Phone Location Name;
- 11.8.7.4. Inmate Name;
- 11.8.7.5. Inmate PIN;
- 11.8.7.6. Called Number;
- 11.8.7.7. Called City, State;
- 11.8.7.8. Call Type;
- 11.8.7.9. Bill Type;
- 11.8.7.10. Call Status;
- 11.8.7.11. Duration; and
- 11.8.7.12. Voice Verification, if applicable.
- 11.8.8. All CDRs, including all attempted and completed calls, shall be stored online for the life of the Contract, including any and all additional renewal terms, and stored offline at Bidder's location, for a minimum period of 2 years following the expiration or termination of the Contract.
- 11.8.9. All call recordings shall be stored online for the life of the Contract, including any and all additional renewal terms, and offline at Bidder's location, for a period of 2 years following the expiration or termination of the Contract and any Addenda and/or Amendments.
- 11.8.9.1. Bidder shall provide detailed information of its offline storage process and its location.
- 11.8.9.2. Bidder shall provide a detailed description of its proposed method for storing call recordings, including information regarding Bidder's data redundancy practices.
- 11.8.9.3. Bidder shall provide detailed information on how the ITS maintains the security, integrity, and reliability of the stored call recordings to prevent sound distortion, deletion, alteration, or manipulation of the recordings.
- 11.8.10. Bidder shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to the FCSO throughout the life of the Contract and any renewal terms.
- 11.8.11. Bidder shall pay the FCSO liquidated damages in the amount of \$1,000.00 per each instance wherein the FCSO suffers one or more lost, unrecoverable or un-useable recording(s). The FCSO agrees to notify Bidder of such instances and provide up to 7 days per instance for Bidder to produce the call recordings. Bidder shall be notified of the total amount due via written notice

from the FCSO. The FCSO will invoice Bidder and payment shall be due within 30 days of Bidder's receipt of invoice.

11.8.12. Bidder shall provide the FCSO with a total of 6 workstations, working real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include Windows 8.1 Operating System, a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). In addition to Bidder-provided workstations, and at the request of the FCSO, Bidder shall provide remote access to the ITS at no cost to the FCSO.

11.8.12.1. The provision of remote access shall allow the FCSO the same features and functionalities, permitted by the user's level of access, available on a Bidder-provided workstation.

11.8.13. The ITS web application shall not require the FCSO Administrative Rights to download and/or install any components related to and/or required for the web application and/or the call player to properly function.

11.8.14. For the term of the Contract, the FCSO shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.

11.8.15. The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. Bidder shall include detailed information on the ITS alert application and it shall include, at a minimum, the types of alerts available (cell phone, pager, SMS text, email, etc.), and whether a security PIN for accessing the live call is required.

11.8.16. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Bidder shall provide a detailed description of the process for transferring/copying/exporting recordings.

11.8.17. The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.

11.8.17.1. Provide a listing of any other file types allowed by the ITS.

11.8.17.2. Indicate whether the copying/burning process is built into the ITS user application or whether the ITS uses an external application/software.

11.8.17.3. If Bidder proposes a centralized ITS solution, provide information on its capability to accommodate on-site storage of call recordings.

11.9. ITS and Workstation Security Requirements

11.9.1. Bidder shall provide detailed information on its process(es) to manage and address FCSO's IT security protocols regarding access to the ITS and the information it contains:

11.9.1.1. Detection of Intrusion

11.9.1.1.1. Bidder shall protect all hardware, software and ITS related components to prevent intrusion and/or unauthorized access. Bidder shall detail its process(es) to prevent intrusion and/or breaches as well as provide a sample Forensic Access report to demonstrate how Bidder will meet this requirement. The Forensic report shall include but not be limited to:

11.9.1.1.1.1. How, and by what method, did the intrusion and/or unauthorized access occur;

11.9.1.1.1.2. What information was accessed/compromised;

11.9.1.1.1.3. Identification of a Trojan; and

11.9.1.1.1.4. Method of resolution and prevention.

11.9.1.2. ITS and Workstation Management

- 11.9.1.2.1. Bidder shall ensure all hardware, software and ITS related components are operated and managed by a robust Operating System to prevent any type of breach/attack. The Operating System shall include, but not limited to, system patches, ability to remove unnecessary applications, limit user access control and etc. Bidder shall demonstrate how Bidder will meet this requirement.
- 11.9.1.3. ITS Remote Access Support
 - 11.9.1.3.1. The ITS shall be capable of identifying and tracking any and all users who access the ITS at any time. Bidder shall detail its process(es) and provide a sample User Access report to demonstrate how this requirement will be met. The User Access report shall include but not be limited to:
 - 11.9.1.3.1.1. First Name, Last Name and contact information;
 - 11.9.1.3.1.2. Date and time of access; and
 - 11.9.1.3.1.3. Method access was achieved.

11.10.Pre-Paid / Debit Application

- 11.10.1.The pre-paid and/or debit application shall work with the ITS. Indicate whether the pre-paid/debit application is part of the ITS or whether an external platform is utilized for the provision of pre-paid/debit calling.
- 11.10.2.The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account. Provide a detailed description of all pre-payment/deposit methods available.
- 11.10.3.Provide a detailed description of all pre-payment/deposit methods available to the end-user (e.g. Visa, Master Card, debit card, money order and etc.)
 - 11.10.3.1.Bidder shall specify the amount of the fees (including those from third parties) associated with the payment options (e.g. transaction fee, refund fee, etc.) in Option #2 in [Appendix B – Calling Rates.](#)
- 11.10.4. The debit application shall allow inmates to purchase debit via the ITS at a frequency and at an increment approved by the FCSO.
 - 11.10.1. The ITS shall provide the inmate with the balance of the debit account at the time of the call.
 - 11.10.2. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
 - 11.10.3.The pre-paid and/or debit application shall allow international calls.
 - 11.10.3.1. Bidder shall rate calls to all U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International. Calls to all other countries shall be rated as International. The calling rates for both Domestic International and International are specified in Option #1 of [Appendix B – Calling Rates.](#)
- 11.10.4.The debit application shall have the capability to terminate a debit account and issue a real-time refund of any unused debit funds from the ITS account to the inmate's trust account, at no additional cost, and at the time the inmate is released/transferred from the Facilities.
 - 11.10.4.1.The FCSO requires Bidder to issue refunds to end-users for any pre-paid funds remaining in the pre-paid account upon the end-user's request whether the account is active or inactive/dormant. Should an account be deactivated by Bidder and the end-user requests to reactivate the account and receive calls from the Facilities, the funds shall be made

available to the end-user by Bidder. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.

11.10.4.2. Specify the timeframe for a pre-paid account to become dormant/expire. If applicable, Bidder shall state whether the timeframe is configurable.

11.10.4.3. Bidder shall provide an explanation should it propose an alternative process for how remaining dormant/expired pre-paid funds are handled.

11.10.5. Specify the minimum amount required on a pre-paid or debit account to complete a call.

11.10.5.1. Bidder shall not prevent the completion of a pre-paid or debit call if the account balance is less than the average cost of a call (regardless of call type) from the Facilities but sufficient to make a 1 minute call.

11.10.6. Bidder shall describe in detail what happens when an inmate attempts a call to a pre-paid collect account or from a debit account that has insufficient funds.

11.10.7. The FCSO requires Bidder to interface with the FCSO's banking software for ease of transferring bulk debit purchases from the inmate's trust fund account to the ITS debit account as well as refund any unused funds to the trust fund immediately upon notice of inmate's release. Debit purchases shall be completed using the ITS. The banking software is Sleuth. The banking software contact is Robin Swain and her contact number is (586) 416-9450. Her email address is rswain@sleuthsystems.com. Bidder shall state in its response whether it has an established business arrangement and interface with Sleuth. It is Bidder's responsibility to initiate and establish a working business relationship and identify the requirements necessary to interface with Sleuth to ensure Bidder will be able to meet the debit requirements specified in this RFP. The FCSO shall not be responsible for paying any amounts associated with the required interface(s).

11.10.8. Bidder shall supply, at the FCSO's request, signage, brochures, flyers regarding the ITS and/or Bidder's pre-paid and debit programs at no cost to the FCSO.

11.11. Security

11.11.1. All Bidder employees shall obtain, at Bidder's cost, the appropriate personnel background security clearance prior to arrival at the Facilities. All Bidder employees will comply with the FCSO's policies and procedures. Entry to the Facilities is subject to the approval of the FCSO's administration staff.

11.12. Training

11.12.1. Bidder shall provide onsite training to the FCSO's staff at no cost to the FCSO. Additional training (onsite or via the web) shall be provided to new staff at no cost to the FCSO. Training manuals shall be provided to the FCSO's staff at all training meetings and will become the property of the FCSO.

11.12.2. When requested by the FCSO, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.

11.12.3. Bidder will also provide full documentation for all of the ITS features.

11.13. ITS Upgrades and Performance Process

11.13.1. Bidder shall provide the FCSO with written notice, including detailed information, of any new ITS software upgrades or features, within 30 days of the introduction of the new software or features into the industry.

11.13.2. Bidder shall adhere to the following performance process when upgrading the ITS, software, equipment, or performing any changes to the ITS at the Facilities. Any deviation from this process may result in liquidated damages incurred by Bidder. Such liquidated damages will be equal to

\$1,000.00 per occurrence. Bidder shall be notified of the total amount due via written notice from the FCSO. The FCSO will invoice Bidder and payment shall be due within 30 days of Bidder's receipt of invoice.

- 11.13.3. Bidder shall perform extensive testing on all system changes or upgrades prior to introducing them to the FCSO. At a minimum, this shall include the following:
 - 11.13.3.1. Extensive testing on a system identical to the ITS at the Facilities;
 - 11.13.3.2. Circuit testing;
 - 11.13.3.3. Configuration / setting preservation testing;
 - 11.13.3.4. Interface(s);
 - 11.13.3.5. Remote access functionality;
 - 11.13.3.6. Call processing;
 - 11.13.3.7. International calling; and
 - 11.13.3.8. Debit/pre-paid calling.
- 11.13.4. Bidder shall receive written permission from the FCSO, before scheduling or proceeding with any functionality changes to the ITS at the Facilities, especially if the changes will cause an interruption in service.
- 11.13.5. Bidder shall provide the FCSO with written details regarding any change to voice prompts or dialing procedures.
- 11.13.6. The FCSO, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any ITS changes that affect the inmates.
- 11.13.7. Bidder shall work with the Facilities to schedule changes and/or upgrades during a time when the telephones are not being used regularly by the inmates. Bidder shall coordinate a convenient time and day with the FCSO to implement the changes or upgrades to the ITS to avoid an interruption in service.
- 11.13.8. Bidder shall coordinate the presence of a technician at the Facility(s) on the day of implementation to place test calls and ensure the ITS is functioning properly.
- 11.13.9. All said changes shall be made by Bidder at no cost to the FCSO

11.14. Additional Technology

- 11.14.1. Provide information on any additional technology or optional features that may be of interest to the FCSO in the future (e.g. Cell Phone Detection, Word Recognition, Inmate Email, Jail Management System, Administrative Phone System, Automated Access to Inmate Information, Inmate Trust Account Deposit Processing, Kiosk Services, etc.). Provide detailed information on the functionalities of each as well as a complete description of the features and applications proposed.
 - 11.14.1.1. Detail any cost associated with the additional technology or optional features offered/proposed.
- 11.14.2. The FCSO may be interested in implementing an automated inmate information system solution for the FCSO to provide automatic access of inmate information via phone.
 - 11.14.2.1. Bidder must provide an overview of the automated inmate information system solution specifying whether the technology is capable of providing general information, via an automated service, pertaining to an inmate's status within the Facilities and indicating whether the technology utilizes voice recognition.
 - 11.14.2.2. Bidder shall include details on whether the technology is accessible by both the inmate and friends/family members as well as specifics regarding the information provided through the technology (e.g. court date, bail bond amount, release dates and etc.).

- 11.14.2.3. The application shall have the capability to interface with the FCSO's JMS.
- 11.14.2.4. Bidder must provide 2 references of Facility(s) where this technology has been implemented for at least 6 months.
- 11.14.2.5. The FCSO may consider a minimal fee or surcharge. Bidder shall detail any fees or charges associated with this technology. The FCSO will not be responsible for any cost associated with an interface if one is required to implement the automated information technology.

12. APPENDIX A – FACILITY SPECIFICATIONS

Fairfax County Adult Detention Center Fairfax County Alternate Incarceration Branch Mt. Vernon

The ADC houses primarily post-trial inmates serving sentences or awaiting transfer to a state prison. The inmate telephones located within the general inmate population at the ADC are available from 8:00am until 11:00pm each day, inmate telephones located at the AIB are available from 8:00am to 11:00pm each day, and phones at the MTV facility are available 24/7. MTV is a holding facility and the average stay of an inmate ranges from 8-12 hours.

ITEM	Fairfax County Adult Detention Center (ADC)	Fairfax County Alternate Incarceration Branch (AIB)	Mt. Vernon (MTV)
ADP	See Chart Below		
Number of Beds	1,300	200	12
Call Time Limit	15 Minutes	15 Minutes	15 Minutes
Hours of Availability for Inmate Telephones	8:00 am until 11:00pm each day for ADC general population. 24 hrs./day in the ADC receiving area.	8:00 am until 11:00pm each day for AIB.	24 hrs./day.
Number of Inmate Telephones Required	187	24	3
Required Inmate Telephone Cord Length	18"	18"	18"
Portable/Cart Phones Required	3	0	1
Public Pay Telephones Required	6	1	0
Inmate Telephone Service Workstations Required	3	1	2

ADP Based on 12-Months of Data			
	ADC	AIB	MTV
July 2014	1,077	157	3
August 2014	1,072	165	2
September 2014	997	146	1
October 2014	996	143	0
November 2014	1,031	144	0
December 2014	1,011	132	2
January 2015	933	126	0
February 2015	943	112	8
March 2015	922	120	10
April 2015	914	124	0
May 2015	911	137	2

June 2015	923	139	3
Average	978	137	3

Total Annual Call Statistics Based on 12-Months of Data						
Call type	Collect		Prepaid Collect		Debit	
	# Calls	# Minutes	# Calls	# Minutes	# Calls	# Minutes
Local	18,238	306,838	218,790	4,500,958	240,226	5,111,208
Intralata/Intrastate	108	1,487	1,279	16,855	291	3,741
Interlata/Intrastate	1,018	11,923	1,890	20,963	2,169	13,077
Interlata/Interstate	1,692	25,626	19,844	302,283	5,550	82,659
International	N/A	N/A	N/A	N/A	576	4,248

13. APPENDIX B – CALLING RATES

The FCSO is providing the current calling rates for informational purposes only. Bidder shall provide a proposal for the Facilities based on the preferred calling rates and approved fees listed below as **Option #1**. Bidder may provide an additional proposal based on alternative, lower calling rates and fees as **Option #2**. The FCSO is interested in a postalized calling rate structure as well as International calling rates for debit. Bidder must detail all charges and fees that will be assessed for all collect, pre-paid and debit inmate telephone calls including set up fees, funding fees and refund fees associated with pre-paid collect accounts. Bidder may attach additional tables if Bidder chooses to provide more than 2 proposals and calling rate options past those supplied below. Failure to complete **Appendix B** may cause Bidder's proposal to be rejected.

CURRENT CALLING RATES – INFORMATIONAL ONLY

Fairfax County Adult Detention Center (ADC)
Fairfax County Alternate Incarceration Branch (AIB)
Mt. Vernon (MTV)

Current Calling Rates - For Informational Purposes Only						
Call type	Collect		Prepaid Collect		Debit	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local	\$1.90	\$0.00	\$1.90	\$0.00	\$0.90	\$0.00
Intralata/Intrastate	\$1.75	\$0.30	\$1.75	\$0.30	\$0.00	\$0.50
Interlata/Intrastate	\$3.95	\$0.69	\$3.95	\$0.69	\$0.00	\$0.50
	First 15-Minutes	Each Add'l Minute	First 15-Minutes	Each Add'l Minute	First 15-Minutes	Each Add'l Minute
Interlata/Interstate	\$3.75	\$0.25	\$3.15	\$0.21	\$3.15	\$0.21
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
International	N/A				\$3.00	\$1.00

** The current call time limit is 30-minutes.*

OPTION #1 – REQUIRED CALLING RATES and FEES

Required Calling Rates						
Call type	Collect		Pre-Paid Collect		Debit	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local	\$0.00	\$0.11	\$0.00	\$0.09	\$0.00	\$0.07
Intralata/Intrastate	\$0.00	\$0.20	\$0.00	\$0.15	\$0.00	\$0.10
Interlata/Intrastate	\$0.00	\$0.20	\$0.00	\$0.15	\$0.00	\$0.10
Interlata/Interstate	\$0.00	\$0.20	\$0.00	\$0.15	\$0.00	\$0.10
Domestic International	\$0.00	\$0.20	\$0.00	\$0.15	\$0.00	\$0.10
International	N/A		N/A		\$0.00	\$1.00

Public Pay Telephone Required Rates	
	Per-Minute Rate
Local	\$0.50 per 15-minutes
Long Distance	\$0.21/minute

Required Fees	
Approved Charge/Fee Name	Amount
Pre-Paid Funding Fee (IVR, live operator and via web):	\$5.00
Pre-Paid Funding Fee (Third-party ex. Western Union):	\$0.00
All Other Fees:	Not Allowed

OPTION #2 – BIDDER PROPOSED CALLING RATES and FEES

Bidder Proposed Calling Rates						
Call type	Collect		Pre-Paid Collect		Debit	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local						
Intralata/Intrastate						
Interlata/Intrastate						
Interlata/Interstate						
Domestic International						
International	N/A		N/A			

Bidder Proposed Public Pay Telephone Rates	
	Per-Minute Rate
Local	
Long Distance	

Bidder Proposed Fees	
Approved Charge/Fee Name	Amount
Pre-Paid Funding Fee (IVR, live operator and via web):	
Pre-Paid Funding Fee (Third-party ex. Western Union):	
All Other Fees:	

Appendix B Continued

FAILURE TO SIGN BELOW WILL DISQUALIFY BIDDER'S PROPOSAL

To the best of my knowledge and belief, the information presented in this proposal is true and complete. I further acknowledge a continuing obligation to update the proposal if material discrepancies are discovered. Failure to do so may result in this proposal being disqualified from further consideration.

BIDDER NAME:

AUTHORIZED

REPRESENTATIVE:

SIGNATURE:

DATE:

**14. APPENDIX C – OPTIONAL PRE-BID CONFERENCE AND SITE EVALUATION
REGISTRATION FORM**

This Optional Pre-Bid Conference and Site Evaluation registration Form must be completed and returned to the RFP contact specified in [Section 4.1 – Questions Concerning Specifications](#) on or before the date specified in the Schedule of Events. The Facility(s) will provide an escort. Provide the following information for the Bidder Representative(s) that will be attending the Optional Pre-Bid Conference and Site Evaluation which will be held on the date specified in the Schedule of Events.

Bidder Name:	
Address:	
Main Contact Phone Number:	

Attendee Name:	
Attendee Title:	
Attendee Office Contact Number:	
Attendee Mobile Contact Number:	
Attendee Email Address:	
Attendee Social Security Number:	
Attendee Date of Birth:	

Attendee Name:	
Attendee Title:	
Attendee Office Contact Number:	
Attendee Mobile Contact Number:	
Attendee Email Address:	
Attendee Social Security Number:	

Attendee Date of Birth:

15. APPENDIX D –EXCEPTIONS

All FCSO RFP requirements by section, subsection or numbered item for which Bidder has stated **“Read and do not comply”** are considered exceptions and must be documented in this form. Bidder may add additional rows to the table as necessary to include all exceptions taken. If no exceptions were taken, Bidder should write “No Exceptions” under the Requirement(s) Section Number and Text for Exception Number 1.

Exception Number	Requirement(s) Section Number and Text	Describe the Nature of the Exception and Explain how Bidder’s Response Still Meets the RFP Requirements
1		
2		
3		
4		
5		

16. APPENDIX E – RECEIPT OF ADDENDA

FCSO ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder is required to complete and return this form with the proposal response. Attach a copy of each Addenda, if any, to this appendix. Bidder responses must include any and all requirements found in the issued addenda. Addendum(s) will be issued via the Fairfax County Sheriff's Public website at <http://www.fairfaxcounty.gov/sheriff/bid.htm>. The FCSO may deem Bidder Proposal as non-compliant and subject to disqualification if signed Receipt of Addenda is not included in the proposal package.

BIDDER IS REQUIRED TO COMPLETE AND RETURN FORM WITH BID REGARDLESS OF WHETHER ADDENDA WERE ISSUED.

A. Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR:

B. Bidder acknowledges to the best of his/her knowledge no addendum has been issued by the FCSO

Check Here if No Addendum Issued _____ Date _____ Initials _____

Signature of Authorized Individual

Typed Name and Position

Name, Position and Company of Employment	

17. APPENDIX F – PREFERRED RESUME FORMAT
